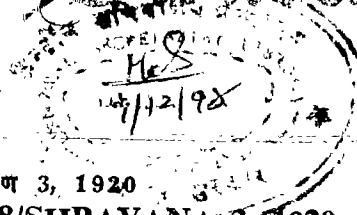




भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित
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सं० 30]
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नई दिल्ली, शनिवार, जुलाई 25, 1998/श्रावण 3, 1920
NEW DELHI, SATURDAY, JULY 25, 1998/SHRAVANA 3, 1920

इस भाग में मिला पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

राष्ट्रपति सचिवालय

सारणी

नई दिल्ली, 17 जुलाई, 1998

का.आ. 1438.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 तथा तब के भारत के आवास एवं निर्माण मंत्रालय की अधिसूचना सं. का.आ. 720, दिनांक 10 मार्च, 1973 के अधिक्रमण में धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नीचे सारणी के स्तम्भ (1) में उल्लिखित अधिकारी को, जो सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के प्रयोजन के लिये संपदा अधिकारी नियुक्त करती है। यह अधिकारी उक्त सारणी के स्तम्भ (2) में तत्स्थानी प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों के प्रवर्गों के संबंध में उक्त अधिनियम के द्वारा या उसके अधीन संपदा अधिकारियों को अपने क्षेत्राधिकार की स्थानीय सीमाओं में प्रदत्त शक्तियों का प्रयोग और उन पर अधिरोपित कर्तव्यों का पालन करेगा।

अधिकारी पदनाम	सरकारी स्थानों के प्रवर्ग, एवं क्षेत्राधिकार की स्थानीय सीमाएं
(1)	(2)
श्री गिरवर दास अवर सचिव (समन्वय) राष्ट्रपति सचिवालय	स्थानों में नयी दिल्ली, शिमला (हि.प्र.) देहरादून (उ.प्र.) एवं बोलाराम, सिकंदराबाद (घा.प्र.) समाविष्ट हैं।

[फाइल सं. डी-11020/1/90-ई.बी.ए.]

भूपेन्द्र सिंह, मेजर जनरल, राष्ट्रपति के सैन्य सचिव

PRESIDENT'S SECRETARIAT

New Delhi, the 17th July, 1998

S.O. 1438.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of unauthorised Occupants) Act, 1971 and in supersession of the then Government of India in the Ministry of Works and Housing Notification No. S.O. 720 dated the 10th March, 1973, the Central Government hereby appoints the officer mentioned in column I of the table below being a gazetted officer of the Government to be Estate Officer for the purposes of the said Act who shall exercise the powers conferred and perform the duties imposed on Estate Officer by or under the said Act within local limits of his respective jurisdiction in respect of the public premises specified in the corresponding entry in column 2 of the said table.

TABLE

Designation of the Officer	Categories of Public Premises & local limits of jurisdiction
1	2
Shri Girwar Dass, Under Secretary (Coord) President's Secretariat.	Premises comprising under the President's Estate in New Delhi, Shimla (Himachal Pradesh), Dehradun (Uttar Pradesh) and Bolarum, Secunderabad (Andhra Pradesh).

[File No. D-11020/1/90-EBA]

BHUPINDER SINGH, Major General,
Military Secy. to the President

उपराष्ट्रपति सचिवालय

नई दिल्ली, 2 जुलाई, 1998

का. आ. 1439.—भारत के उपराष्ट्रपति, पंजाब विश्वविद्यालय, चण्डीगढ़ के कुलाधिपति की हैसियत से पंजाब विश्वविद्यालय के अधिनियम 1947 की धारा 10 में प्रदत्त शक्तियों का प्रयोग करते हुए डा. एम. एम. पुरी, आर/ओ, ई-10, पंजाब विश्वविद्यालय को 22-07-1997 से तीन साल के लिए पंजाब विश्वविद्यालय का कुलपति सहर्ष नियुक्त करते हैं अर्थात् इसी दिनांक से डा. एम. एम. पुरी कुलपति का कार्यभार ग्रहण करने हैं।

[न. वी. पी. एस.-15/02/97]

एन. कृष्णा राव, अवसर सचिव

VICE PRESIDENT'S SECRETARIAT

New Delhi, the 2nd July, 1998

S.O. 1439.—In exercise of the powers conferred by Section 10 of the Panjab University Act, 1947, the Chancellor of the Panjab University, Chandigarh has been pleased to appoint Dr. M. M. Puri, r/o E-10, Panjab University Chandigarh as Vice-Chancellor of Panjab University for a period of three years with effect from 22-7-1997 i.e. the date Dr. M. M. Puri assumed charge of the office of Vice-Chancellor.

[No. VPS-15/02/97]

N. KRISHNA RAO, Under Secy.

कार्मिक, लोक शिकायत तथा पेशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 2 जुलाई, 1998

का० आ० 1440—केन्द्रीय सरकार एतद्वारा आतंकवादी और विध्वंसकारी क्रियाकलाप निवारण अधिनियम 1987 (1987 का अधिनियम सं० 28) की धारा 13 की उपधारा (1) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री वाई० के० सक्सेना, एडिशनल लीगल एडवाइजर, सी०बी० आई०, नई दिल्ली व श्री एस० के० सक्सेना, सीनियर पी०पी०, सी०बी०आई०, एस० आई०सी०-1, नई दिल्ली को आतंकवादी और विध्वंसकारी क्रियाकलाप (निवारण) अधिनियम 1987 की धारा 9 के उपबंधों के अधीन गठित नामनिर्दिष्ट न्यायालय में विशेष जांच कक्ष-1, दिल्ली विशेष पुलिस स्थापना, केन्द्रीय अन्वेषण ब्यूरो, नई दिल्ली द्वारा अन्वेषित और संस्थित मामला केस आर० सी० 8(एस)/96-एस० आई०यू०-1, सी०बी०आई० एस० आई०सी०-1, नई दिल्ली (डा० मेघराज गोयल हत्या कांड के अभियोजन तथा इस मामले से संबंधित और उक्त अधिनियम के अधीन उद्भूत किसी अन्य विषय का संचालन करने के लिए क्रमशः विशेष लोक अभियोजक व अतिरिक्त विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं० 225/1/98-एवीडी-II]

हरि सिंह, अवसर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSION

(Department of Personnel and Training)

New Delhi, the 2nd July, 1998

S.O. 1440.—In exercise of the powers conferred by the proviso to sub-section (1) of Section 13 of the Terrorist and Disruptive Activities (Prevention) Act 1987 (Act No. 28 of 1987), the Central Government hereby appoints Shri Y. K. Saxena, Additional Legal Adviser, CBI, New Delhi as Special Public Prosecutor and Shri S. K. Saxena, Sr. Public Prosecutor, CBI/SIC. I/New Delhi as Additional Special Public Prosecutor for conducting prosecution of case RC No. 8(S)/96-SIU. I/CBI/SIC. I/New Delhi (Dr. Megh Raj Goel Murder Case) and any other matter connected therewith and arising under this Act, investigated and instituted by the Special Investigation Cell-1 of Delhi Special Police Establishment, Central Bureau of Investigation, New Delhi in the Court of Additional Judge, (Designated Court) Nabha, Punjab constituted under the provisions of Section-9 of the Terrorist and Disruptive Activities (Prevention) Act 1987.

[No. 225/1/97-AVD. II]

HARI SINGH, Under Secy.

वित्त मंत्रालय
(राजस्व विभाग)

आदेश

नई दिल्ली, 9 जुलाई, 1998

स्टाम्प

का० आ० 1441.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (i) के खंड (ख) द्वारा प्रदत्त की गई शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पञ्जाब एण्ड सिंध बैंक, दिल्ली को मात्र एक करोड़ रुपये का संश्लिष्ट स्टाम्प शुल्क अदा करने की अनुमति देती है जो कि उक्त बैंक द्वारा 15-1-98 को आवंटित मात्र एक सौ करोड़ रुपये के कुल मूल्य के प्रॉमिसरी नोट के स्वरूप वाले एक-एक लाख रुपये के 13 प्रतिशत असुरक्षित गौण विमोच्य बांड (श्रृंखला-I) पर स्टाम्प शुल्क के कारण प्रभावित है।

[सं० 24/98-स्टाम्प-फा० सं० 15/16/98-वि० क०]

एस० कुमार, अवसर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 9th July, 1998

STAMPS

S.O. 1441.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits, Punjab and Sind Bank, Delhi to pay consolidated stamp duty of rupees one crore only chargeable on account of the stamp duty on 13% Unsecured Subordinated Redeemable Bond (Series-I) in the nature of promissory notes of rupees one lakh each aggregating to rupees one hundred crores only allotted on 15-1-98 by the said Bank.

[No. 24/98-STAMPS-F. No. 15/16/98-ST]

S. KUMAR, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 9 जुलाई, 1998

का० आ० 1442.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिजर्व बैंक की संस्तुति पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10 की उपधारा (1) (ग) (अ) के उपबंध सेंट्रल बैंक ऑफ इंडिया के मामले में, जहां तक उसका संबंध सेंट्रल बैंक ऑफ इंडिया के कार्यपालक निदेशक श्री के० चेरियन वर्गीज के इनफ्रस्ट्रक्चर लिजिंग एण्ड फाइनेंस लि० (आईएलएफएस) के बोर्ड में निदेशक के रूप में नियुक्ति से हैं, लागू नहीं होंगे।

[फा० सं० 20/1/98-बी० ओ० 1]

सुधीर श्रीवास्तव, निदेशक

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 9th July, 1998

S.O. 1442.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendations of the Reserve Bank of India hereby declares, that the provisions of sub-section 1(c)(i) of Section 10 of the said Act shall not apply to Central Bank of India in so far as it relates to the appointment of Shri Chorian Varghepe, Executive Director, Central Bank of India as a director on the Board of Infrastructure Leasing and Finance Ltd. (ILFS).

[F. No. 20/1 98-B.O.]

SUDHIR SHRIVASTAVA, Director

नई दिल्ली, 13 जुलाई, 1998

का० आ० 1443.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (I), खंड 5, खंड 6, खंड 7 और खंड 8 के उपखंड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अन्तर्गण) अधिनियम, 1960 की धारा 9 की उपधारा 3 के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा श्री ए० टी० पन्नोर सेल्वम को 4 जून, 1998 से और 31 मार्च, 2000 तक की अवधि के लिए यूनियन बैंक ऑफ इंडिया के अध्यक्ष एवं प्रबंध निदेशक के रूप में पुनः नियुक्त करती है।

[फा० सं० 9/12/98-बी० ओ०-I]

सुधीर श्रीवास्तव, निदेशक

New Delhi, the 13th July, 1998

S.O. 1443.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3, clause 5, clause 6, clause 7 and sub-clause (1) of clause 8 of the Nationalised Banks Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby reappoints Shri A. T. Pannir Selvam as Chairman and Managing Director of Union Bank of India for the period from 4th June, 1998 and upto 31st March, 2000.

[No. 9/12/98-B.O. I]

SUDHIR SHRIVASTAVA, Director

मानव संसाधन विकास मंत्रालय

(संस्कृति विभाग)

नई दिल्ली, 17 जुलाई, 1998

का० आ० 1444.—केन्द्रीय सरकार, मानव संसाधन विकास मंत्रालय (संस्कृति विभाग) की अधिसूचना सं० का० आ० 832 (अ) तारीख 28 नवम्बर, 1998 द्वारा प्रकाशित राष्ट्रीय संस्कृति निधि स्कीम, 1996 के पैरा 7 के अनुसरण में राष्ट्रीय संस्कृति निधि परिषद के निम्नलिखित सदस्यों (पदेन) को नाम निर्देशित करती है और उक्त प्रयोजन के लिए भारत सरकार के मानव संसाधन विकास मंत्रालय (संस्कृति

विभाग) की अधिसूचना सं० का०आ० 229 (अ), तारीख 21 मार्च, 1997 में निम्नलिखित संशोधन करती है अर्थात् :—

21 मार्च, 1997 की उक्त अधिसूचना में क्रम संख्यांक 1, 2 और 4 और उनसे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्यांक और प्रविष्टियाँ रखी जाएंगी, अर्थात् :—

- | | |
|--|-------------------|
| 1. मानव संसाधन विकास मंत्री | अध्यक्ष
(पदेन) |
| 2. सचिव, भारत सरकार संस्कृति विभाग | सदस्य
(पदेन) |
| 4. वित्तीय सलाहकार, मानव संसाधन विकास मंत्रालय | सदस्य
(पदेन) |

[फा० सं० एफ० 6-8/96-स्पे० सैल]
विजय कुमार, अवसर सचिव

पाद टिप्पणः—परिषद का गठन करने वाली मूल अधिसूचना का०आ० सं० 229 (अ) तारीख 21 मार्च, 1997 द्वारा प्रकाशित की गई थी और तत्पश्चात् उस में का०आ० 182 तारीख 13 जनवरी, 1998 द्वारा संशोधन किया गया।

MINISTRY OF HUMAN RESOURCE DEVELOPMENT
(Department of Culture)

New Delhi, the 17th July, 1998

S.O. 1444.—In pursuance of paragraph 7 of the National Culture Fund Scheme, 1996, published vide notification of the Government of India in the Ministry of Human Resource Development (Department of Culture) number S.O. 832 (E), dated 28th November, 1996, the Central Government hereby nominates the following Members (ex-officio) on the Council of the National Culture Fund and for the said purpose makes the following amendments in the notification of the Government of India in the Ministry of Human Resource Development (Department of Culture number S.O. 229(E), dated the 21st March, 1997, namely :—

In the said notification dated the 21st March, 1997, for serial numbers 1, 2 and 4 and the entries relating thereto, the following serial numbers and entries shall be substituted, namely :—

- | | |
|--|--------------------------|
| 1. Union Minister of Human Resource Development | Chairman
(ex-officio) |
| 2. Secretary to the Government of India, Department of Culture | Member
(ex-officio) |
| 4. Financial Advisor to the Ministry of Human Resource Development | Member
(ex-officio) |

[File No. F. 6-8/96-Spl. Ceil]

VIJAY KUMAR, Under Secy.

Footnote—The Principal notification constituting the Council was issued vide No. S.O. 229(E), dated the 21st March, 1997 and subsequently amended vide number S.O. 182, dated the 13th January, 1998.

स्वास्थ्य और परिवार कल्याण मंत्रालय
(भारतीय चिकित्सा पद्धति एवं होम्योपैथिक विभाग)

शुद्ध पत्र

नई दिल्ली, 13 जुलाई, 1998

का०आ० 1445.—कृपया भारतीय चिकित्सा पद्धति एवं होम्योपैथी विभाग द्वारा जारी अधिसूचना का०आ० सं० 3126 के अंग्रेजी पाठ में “3 दिसम्बर, 1977” को “3 दिसम्बर, 1997” तथा ऊपर उल्लिखित अधिसूचना की सारणी के कालम (एक) में “5बी को “5ए” पढ़ें।

II. ऊपर उल्लिखित तारीख 3 दिसम्बर, 1997 की अधिसूचना का०आ० सं० 3126 के हिंदी पाठ में कृपया “होम्योपैथिक चिकित्सा पद्धति परिषद्, गुजरात” को “काउन्सिल आफ होम्योपैथिक मैडीसिन, गुजरात” और “होम्योपैथिक चिकित्सा और शल्य चिकित्सा में डिप्लोमा” को “डिप्लोमा इन होम्योपैथिक मैडीसिन एण्ड सर्जरी” पढ़ें।

[सं० बी०-27021/6/91-होम्यो०]
चिरंजी लाल, अवसर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE
(Department of ISM and Homoeopathy)

CORRIGENDUM

New Delhi, the 13th July, 1998

S.O. 1445.—Please read date of notification in English version of S.O. No. 3126, “3rd December, 1977” as “3rd December, 1997 and “5B” as “/A” in column (One) of table of the above mentioned notification issued by Department of ISM & Homoeopathy.

[No. V-27021/6/91-Homceo.]
CHIRANJI LAL, Under Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 9 जुलाई, 1998

का०आ० 1446.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप नियम (4) के अनुसरण में नागर विमानन मंत्रालय के प्रशासनिक नियंत्रणाधीन पवन हंस हेलीकॉप्टर्स लिमिटेड के पश्चिमी क्षेत्र, मुम्बई के कार्यालय को जिनके कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[संख्या ई-11011/8/95-हिन्दी]
जोगेन्द्र लाल खट्टर, निदेशक (राजभाषा)

MINISTRY OF CIVIL AVIATION

New Delhi, the 9th July, 1998

S.O. 1446.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for the Official Purposes of the Union) Rule, 1976 the Central Government hereby notifies the office of Pawan Hans Helicopters Ltd., Western Region, Mumbai under the administrative control of Ministry of Civil Aviation, the staff of which have acquired the working knowledge of Hindi

[No. E-11011/8/95-Hindi]
J. L. KHATTAR, Director (O.L.)

विद्युत मंत्रालय

नई दिल्ली, 29 जून, 1998

का.आ. 1447.—केन्द्र सरकार भारतीय विजली अधिनियम, 1910 (1910 का 9) की धारा 36 की उपधारा (1) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए तथा दिनांक 22 नवम्बर, 1997 के भारत के राजपत्र के भाग-II, खंड-3, उपखंड (ii) में प्रकाशित विद्युत मंत्रालय में भारत सरकार की अधिसूचना सं. एस ओ. 2960 दिनांक 17 नवम्बर, 1997 का अधि-क्रमण करते हुए श्री एस सेठ वैद्यम, मुख्य अभियन्ता (थर्मल टेक्नोलॉजी एंड इंजीनियरिंग डिजीज) केन्द्रीय विद्युत प्राधिकरण, नई दिल्ली की केन्द्र सरकार और संघ राज्य क्षेत्रों से संबंधित अथवा नियंत्रणाधीन कम वोल्टता वाले अधिष्ठापनाओं को छोड़कर जिनकी जांच विद्युत के संबंधित आपूर्तिकर्ताओं द्वारा की जानी जारी रहेगी, सभी अधिष्ठापनाओं जैसा कि नीचे उल्लेख किया गया है, के मामले में एतद्वारा वैद्युत निरीक्षक नियुक्त करती है—

- | | |
|--|--|
| 1. संघ शासित क्षेत्र, अंडमान और निकोबार द्वीप समूह, चण्डीगढ़, दादरा नगर सभी अधिष्ठापनाएं | |
| हवेली, दमन और द्वीव, लक्षद्वीप, पांडिचेरी, और अरुणाचल प्रदेश, गोवा | |
| तथा मिजोरम राज्य। | |
| 2. कृषि मंत्रालय | सभी अधिष्ठापनाएं |
| 3. रसायन एवं उर्वरक मंत्रालय | सभी अधिष्ठापनाएं |
| 4. नागर विमानन एवं पर्यटन मंत्रालय | सभी अधिष्ठापनाएं |
| 5. नगर आपूर्ति, उपभोक्ता मामले | सभी अधिष्ठापनाएं |
| और सार्वजनिक वितरण मंत्रालय | |
| 6. कोयला मंत्रालय | सभी अधिष्ठापनाएं |
| 7. वाणिज्य मंत्रालय | सभी अधिष्ठापनाएं |
| 8. संचार मंत्रालय | डक एवं दूरसंचार विभाग को छोड़कर सभी अधिष्ठापनाएं |
| 9. रक्षा मंत्रालय | मिलिट्री इंजीनियरी सेवा तथा आयुध कार-खाना को छोड़कर सभी अधिष्ठापनाएं |
| 10. पर्यावरण एवं वन मंत्रालय | सभी अधिष्ठापनाएं |
| 11. विदेश मंत्रालय | सभी अधिष्ठापनाएं |
| 12. वित्त मंत्रालय | सभी अधिष्ठापनाएं |
| 13. खाद्य मंत्रालय | सभी अधिष्ठापनाएं |
| 14. खाद्य प्रसंस्करण उद्योग मंत्रालय | सभी अधिष्ठापनाएं |
| 15. स्वास्थ्य एवं परिवार कल्याण मंत्रालय | सभी अधिष्ठापनाएं |
| 16. गृह मंत्रालय | सभी अधिष्ठापनाएं |
| 17. मानव संसाधन विकास मंत्रालय | सभी अधिष्ठापनाएं |
| 18. उद्योग मंत्रालय | सभी अधिष्ठापनाएं |
| 19. सूचना एवं प्रसारण मंत्रालय | सभी अधिष्ठापनाएं |
| 20. श्रम मंत्रालय | सभी अधिष्ठापनाएं |
| 21. विधि, न्याय एवं कंपनी कार्य मंत्रालय | सभी अधिष्ठापनाएं |
| 22. खान मंत्रालय | खान और तेल क्षेत्र को छोड़कर सभी अधिष्ठापनाएं |
| 23. अपारंपरिक स्रोत मंत्रालय | सभी अधिष्ठापनाएं |
| 24. संसदीय कार्य मंत्रालय | सभी अधिष्ठापनाएं |
| 25. कार्मिक, लोक शिकायत और पेंशन मंत्रालय | सभी अधिष्ठापनाएं |
| 26. पेट्रोलियम और प्राकृतिक गैस मंत्रालय | खान और तेल क्षेत्र को छोड़कर सभी अधिष्ठापनाएं |
| 27. योजना मंत्रालय | सभी अधिष्ठापनाएं |
| 28. विद्युत मंत्रालय | सभी अधिष्ठापनाएं |

29. कार्यक्रम क्रियान्वयन मंत्रालय	सभी अधिष्ठापनाएं
30. ग्रामीण विकास मंत्रालय	सभी अधिष्ठापनाएं
31. विज्ञान एवं प्रौद्योगिकी मंत्रालय	सभी अधिष्ठापनाएं
32. स्टील मंत्रालय	सभी अधिष्ठापनाएं
32. भूतल परिवहन मंत्रालय	सभी अधिष्ठापनाएं
34. कपड़ा मंत्रालय	सभी अधिष्ठापनाएं
35. शहरी विकास मंत्रालय	सभी अधिष्ठापनाएं
36. जल संसाधन मंत्रालय	सभी अधिष्ठापनाएं
37. कल्याण मंत्रालय	सभी अधिष्ठापनाएं
38. परमाणु ऊर्जा विभाग	खानों को छोड़कर सभी अधिष्ठापनाएं
39. इलैक्ट्रॉनिक विभाग	सभी अधिष्ठापनाएं
40. समुद्र विकास विभाग	सभी अधिष्ठापनाएं
41. अंतरिक्ष विभाग	सभी अधिष्ठापनाएं
42. मंत्रिमंडलीय सचिवालय	सभी अधिष्ठापनाएं
43. राष्ट्रपति का सचिवालय	सभी अधिष्ठापनाएं
44. प्रधानमंत्री कार्यालय	सभी अधिष्ठापनाएं
45. अनुसूचित जाति और अनुसूचित जनजाति आयुक्त का कार्यालय	सभी अधिष्ठापनाएं
46. केन्द्रीय सतर्कता आयोग	सभी अधिष्ठापनाएं
47. भारत का चुनाव आयोग	सभी अधिष्ठापनाएं
48. सुप्रीम कोर्ट	सभी अधिष्ठापनाएं
49. संघ लोक सेवा आयोग	सभी अधिष्ठापनाएं

[स. 25/1/90-डी (एसईवी-खंड-2)]

जिजि थामसन, निदेशक

MINISTRY OF POWER

New Delhi, the 29th June, 1998

S.O. 1447.—In exercise of the powers conferred by sub-section (1) of section 36 of the Indian Electricity Act, 1910 (9 of 1910) and in supersession of the notification of the Government of India in the Ministry of Power number S.O. 2960 dated the 17th November, 1997 published in Part II, Section 3, sub-section(ii) of the Gazette of India dated the 22nd November, 1997, the Central Government hereby appoints Shri S. Seth Vendatham, Chief Engineer (Thermal Technology and Engineering Division), Central Electricity Authority New Delhi to be Electrical Inspector in respect of all installations belonging to or under the control of the Central Government and the Union Territories as specified below, except for the low voltage installation which shall continue to be inspected by the respective suppliers of the electricity:—

1. Union territories of the Andaman and Nicobar Islands, Chandigarh, Dadra Nagar Haveli, Daman and Diu, Lakshadweep, Pondicherry and the states of Arunachal Pradesh, Goa and Mizoram.	All installations
2. Ministry of Agriculture	All installations
3. Ministry of Chemicals and Fertilizers	All installations
4. Ministry of Civil Aviation and Tourism.	All installations
5. Ministry of Civil Supplies, Consumer Affairs and Public Distribution	All installations

6. Ministry of Coal.	All installations
7. Ministry of Commerce.	All installations
8. Ministry of Communications.	All installations except Post and Telecommunications Department
9. Ministry of Defence	All installations except Military Engineering Services and Ordnance Factories
10. Ministry of Environment and Forests.	All installations
11. Ministry of External Affairs.	All installations
12. Ministry of Finance.	All installations
13. Ministry of Food.	All installations
14. Ministry of Food Processing Industries.	All installations
15. Ministry of Health and Family Welfare.	All installations
16. Ministry of Home Affairs.	All installations
17. Ministry of Human Resources Development.	All installations
18. Ministry of Industry.	All installations
19. Ministry of Information and Broadcasting.	All installations
20. Ministry of Labour.	All installations
21. Ministry of Law, Justice and Company Affairs.	All installations
22. Ministry of Mines.	All installations except Mines and Oil Fields
23. Ministry of Non- Conventional Energy Sources.	All installations
24. Ministry of Parliamentary Affairs.	All installations
25. Ministry of Personnel, Public Grievances and Pension.	All installations
26. Ministry of Petroleum and Natural Gas.	All installations except Mines and Oil Fields
27. Ministry of Planning.	All installations
28. Ministry of Power.	All installations
29. Ministry of Programme Implementation.	All installations
30. Ministry of Rural Development.	All installations
31. Ministry of Science and Technology	All installations
32. Ministry of Steel.	All installations
33. Ministry of Surface Transport.	All installations
34. Ministry of Textiles.	All installations
35. Ministry of Urban Development.	All installations
36. Ministry of Water Resources.	All installations
37. Ministry of Welfare.	All installations
38. Department of Atomic Energy.	All installations except Mines
39. Department of Electronics.	All installations
40. Department of Ocean Development.	All installations
41. Department of Space.	All installations
42. Cabinet Secretariat.	All installations
43. President's Secretariat.	All installations
44. Prime Minister's Office.	All installations
45. Office of the Commissioner for Scheduled Castes and Scheduled Tribes.	All installations
46. Central Vigilance Commission.	All installations
47. Election Commission of India.	All installations
48. Supreme Court.	All installations
49. Union Public Service Commission.	All installations

[F. No. 25/1/90-D(SEB)-Vol.II]

JIJI THOMSON, Director

कोयला मंत्रालय

नई दिल्ली, 7 जुलाई, 1998

का०आ० 1448.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (i) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना सं० का०आ० 2524 तारीख 9 अगस्त, 1996, जो भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii) तारीख 31 अगस्त, 1996 में प्रकाशित की गई थी, द्वारा उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 520.44 हैक्टर (लगभग) है, के अर्जन करने के अपने आशय की सूचना दी थी; और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और पश्चिम बंगाल सरकार से परामर्श करने के पश्चात्, यह समाधान हो गया है कि इससे संलग्न अनुसूची 1 (उप ब्लाक ए० बी०, सी० डी०) और अनुसूची 2 (उप ब्लाक ई०) में वर्णित 520.44 हैक्टर (लगभग) माप वाली भूमि अर्जित की जानी चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची 1 में वर्णित 1267.51 एकड़ (लगभग) या 513.16 हैक्टर (लगभग) और अनुसूची 2 में वर्णित 18.00 एकड़ (लगभग) या 7.28 हैक्टर (लगभग) माप वाली भूमि अर्जित की जाती है।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं० ई०सी०एल०/जे०एन०/एल०ए०/89/18 तारीख 25 अक्टूबर, 1989 का निरीक्षण कलक्टर, बर्दवान (पश्चिम बंगाल) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता-700 001 के कार्यालय में, या निदेशक (तकनीकी) ईस्टर्न कोयला क्षेत्र लिमिटेड, सैक्टोरिया, डाकघर दिशरगढ़, जिला बर्दवान (पश्चिम बंगाल) के कार्यालय में किया जा सकता है।

अनुसूची

रानीगंज कोयला क्षेत्र

रानीगंज ब्लाक XI क्षेत्र

रेखांक सं० ई०सी०एल०/जे०एन०/आर०/एल०ए०/89/18 तारीख 25 अक्टूबर, 1989

अनुसूची 1

उपखण्ड 'क'

सभी अधिकार

क्रम संख्या	मौजा का नाम (ग्राम)	अधिकारिता सूची सं०	पुलिस थाना	जिला	एकड़ों में क्षेत्र	टिप्पणियां
1.	बालिगुड़ी	16	फरीदपुर	बर्दवान	14.00	भाग
2.	सिरसा	17	फरीदपुर	बर्दवान	38.00	भाग
3.	नबाघनपुर	19	फरीदपुर	बर्दवान	215.50	भाग
4.	टीला बोनी	20	फरीदपुर	बर्दवान	83.00	भाग
5.	लौदोहा	21	फरीदपुर	बर्दवान	241.00	भाग
6.	चीक लौदोहा	22	फरीदपुर	बर्दवान	181.00	भाग
7.	जमगोरा	23	फरीदपुर	बर्दवान	217.50	भाग
8.	मघाई गंज	24	फरीदपुर	बर्दवान	94.00	भाग

कुल : 1084.00 एकड़ (लगभग)

या

438.86 हैक्टर (लगभग)

1. ग्राम बालीगूरी में अर्जित प्लॉट सं० :—

2139, 2051 (भाग), 2053 (भाग), 2050 (भाग), 2048 (भाग), 2054 (भाग), 2055 (भाग)।

2. ग्राम सिरसा में अर्जित प्लॉट सं० :—

431 (भाग), 2200 (भाग), 2230 (भाग), 2391 (भाग), 2393 (भाग), 2396 (भाग), 2397 (भाग), 2398, 2399, 2400, 2402, 2405, 2347.।

3. ग्राम नाबाधनपुर में अर्जित प्लॉट सं० :—

231 (भाग), 340 (भाग), 341 से 350, 1019 से 1043, 1044 (भाग), 1045 (भाग), 1049, 1050, 1053 से 1076, 1078 से 1117, 1119 से 1152, 1267 से 1269, 1271 (भाग), 1285 से 1305, 1307 से 1330, 1332 से 1403, 1410, 1411, 1415, 1428 (भाग), 1486 (भाग), 1487 (भाग), 1491 (भाग), 1492 (भाग), 1493 (भाग), 1501, 1505 से 1507, 1513 (भाग), 1534, 1536, 1567, 1569, 1570, 1589 से 1594, 1596, 1598, 1601, 1605 (भाग), 1657 (भाग), 1661 से 1670, 1671 (भाग), 1672 (भाग), 1680 से 1686 ।

4. ग्राम टीलाबोनी में अर्जित प्लॉट सं० :—

1 से 4, 5 (भाग), 6 (भाग), 7 (भाग), 9 (भाग), 19 (भाग), 22 (भाग), 23 (भाग), 24, 30 से 32, 33 (भाग), 39 (भाग), 40 (भाग), 41 से 45, 46 (भाग), 51 (भाग), 67 (भाग), 68 (भाग), 70 (भाग), 71 से 75, 77, 78 (भाग), 79 (भाग), 80 (भाग), 90 (भाग), 122 (भाग), 124 (भाग), 141 (भाग), 142 (भाग), 143 (भाग), 144 से 164, 165 (भाग), 166 (भाग), 171 (भाग), 173 (भाग), 175 से 182, 184 से 188, 192 से 221, 252 से 254, 256 से 263, 264 (भाग), 293 (भाग), 294 से 299, 321 से 324, 734, 741 से 745, 763, 764 (भाग), 765 (भाग), 766 (भाग), 769, 770 (भाग), 771 (भाग), 772, 773 (भाग), 774, 777, 778, 801 (भाग), 802 (भाग) ।

5. ग्राम लौदोहा में अर्जित प्लॉट सं० :—

34 (भाग), 35 (भाग), 37 (भाग), 38 (भाग), 39 (भाग), 40 से 44, 45 (भाग), 46 से 58, 59 (भाग), 60 (भाग), 61 से 79, 80 (भाग), 128 (भाग), 145 (भाग), 157 से 175, 177, 180, 181, 195 से 203, 294 से 300, 333 से 342, 377 (भाग), 378 से 598, 602 से 628, 629 (भाग), 630, 631 (भाग), 636 (भाग), 637, 638 (भाग), 644 से 688, 690, 697 से 701, 712, 768 (भाग), 837 से 839, 841, 843, 849 से 851, 870 से 878, 879 (भाग), 884 (भाग), 891, 892, 894, 902, 903, 907 ।

6. ग्राम चौक लौदोहा में अर्जित प्लॉट सं० :—

1, 2, 4 से 12, 13 (भाग), 14, 15, 16 (भाग), 17 (भाग), 55 (भाग), 56 से 60, 62, 64 से 70, 72 से 76, 146, 147, 150, 151 (भाग), 152, 153, 159, 160, 164 से 166 ।

7. ग्राम जमगोरा में अर्जित प्लॉट सं० :—

1 (भाग), 2 से 4, 480 (भाग), 540 (भाग), 541 से 543, 544 (भाग), 1248, 1249, 3342, 3385 से 3387 ।

8. ग्राम मधाईगंज में अर्जित प्लॉट सं० :—

152 (भाग), 153 (भाग), 154 (भाग), 160 (भाग), 161 (भाग), 162 (भाग), 163 से 171, 172 (भाग), 173, 174 (भाग), 977 (भाग), 1065, 1066 (भाग), 1067, 1068 (भाग), 1128 (भाग), 1134 (भाग), 1135 ।

सीमा वर्णन :—

- क—ख प्लॉट सं० 345, 346, 341 से उत्तर में से प्लॉट सं० 1058, 1054, 1054 से पश्चिम में प्लॉट सं० 1055, 1050, 1049 के उत्तर में मौजा नाबधनपुर जे०एल० 19 के प्लॉट से 1660 से गुजर कर मौजा सिरसा के प्लॉट सं० 431, 2397, 2200, 2230, 2393 से होकर मौजा टीला बोनी जे०एल० 20 में 801, 802, 90 से होकर जाती है और “ख” बिन्दु पर मिलती है ।
- ख—ग मौजा टीलाबोनी जे०एल० 20 के प्लॉट सं० 90 से होते हुए मौजा नाबधनपुर जे०एल० 19 के प्लॉट सं० 1332, 1339 से होते हुए मौजा टीलाबोनी के पश्चिम में प्लॉट सं० 80, 79, 78, 68, 69, 9, 7, 5, 764 से होते हुए 763 के पश्चिम बिन्दु “ग” पर मिलती है ।
- ग—घ मौजा टीलाबोनी जे०एल० 20 के प्लॉट सं० 763, 22, 23, 19, 33, 39, 40 से होकर जाती है और “घ” बिन्दु पर मिलती है ।
- घ—ङ मौजा टीलाबोनी जे०एल० सं० 26 के प्लॉट सं० 51, 173, 771, 165, 142, 124, 122, मौजा जे०एल० 21 से होकर जाती है और “ङ” बिन्दु पर मिलती है ।
- ङ—च प्लॉट सं० 80 की दक्षिणी सीमा से होकर, मौजा लौदोहा जे०एल० सं० 21 के प्लॉट सं० 384, 383, 427 की उत्तरी सीमा से होकर जाती है और “च” बिन्दु पर मिलती है ।

- ब—छ: प्लॉट सं० 351, 333, 173 की पूर्वी सीमा से प्लॉट सं० 181, 193, 186, 195 की दक्षिणी सीमा से प्लॉट सं० 195, 199, 203 की पश्चिमी सीमा से प्लॉट सं० 203, 160, 157, 198 की उत्तरी सीमा से मौजा लौदोहा जे०एल० सं० 21 के प्लॉट सं० 145, 903, 128 से होते हुए मौजा बालिजुरी के प्लॉट सं० 2051 की पूर्वी सीमा के 2055 से होते हुए "छ" बिन्दु पर मिलती है।
- छ—ज मौजा बालिजुरी जे०एल० सं० 16 के प्लॉट सं० 2051, 2050 से होते हुए मौजा मधवाईगंज जे०एल० सं० 24 के प्लॉट सं० 1128, 1134, 153, 154, 160 से होकर जाती है और "ज" बिन्दु पर मिलती है।
- ज—झ मौजा मधवाईगंज जे०एल० के प्लॉट सं० 16, 1066, 162, 174, 172, 977 से होते हुए मौजा जमगोरा जे०एल० सं० 23 के प्लॉट सं० 1 से होकर जाती है और "झ" बिन्दु पर मिलती है।
- झ—ञ मौजा जमगोरा जे०एल० सं० 23 के प्लॉट सं० 480 से होकर जाती है और "ञ" बिन्दु पर मिलती है।
- ञ—ट प्लॉट सं० 480, 540, 544 से होते हुए मौजा चौक लौदोहा के प्लॉट सं० 13, 16 से होते हुए प्लॉट सं० 72, 76, 55, 152, 160 से होते हुए दक्षिणी सीमा पर प्लॉट सं० 690, 699, 760 से होते हुए दक्षिणी सीमा के 768, 638 से गुजरते हुए प्लॉट सं० 637, 602 से होते हुए मौजा लौदोहा जे०एल० 21 में प्लॉट सं० 598 की पूर्वी सीमा से होकर जाती है और "ट" बिन्दु पर मिलती है।
- ट—ठ मौजा टीलाबोनी जे०एल० सं० 20 से प्लॉट सं० 323, 321, 294, 264, 253 की दक्षिणी सीमा से होते हुए प्लॉट सं० 252, 192, 32, 30, 767 की पूर्वी सीमा से होते हुए और "ठ" बिन्दु पर मिलती है।
- ठ—ड नाबाधनपुर मौजा जे०एल० सं० 19 के प्लॉट सं० 1493, 1671, 1672, 1487, 2605 से होकर जाती है और "ड" बिन्दु पर मिलती है।
- ड—ध मौजा नाबाधनपुर जे०एल० सं० 19 के प्लॉट सं० 1480 से होकर जाती है और "ध" बिन्दु पर मिलती है।
- ध—ग मौजा नाबाधनपुर जे०एल० सं० 19 के प्लॉट सं० 1428 से होकर लाट सं० 1405, 1285, 1288, 1295 की पश्चिमी सीमा से गुजरती है और "ग" बिन्दु पर मिलती है।
- ग—ख मौजा नाबाधनपुर जे०एल० सं० 19 से लाट सं० 1144, 1152, 1019, 1020 की दक्षिणी सीमा से होकर जाती है और "ख" बिन्दु पर मिलती है।
- ख—क—ड मौजा नाबाधनपुर जे०एल० सं० 19 में लाट सं० 350 की उत्तरी-पूर्वी सीमा से होकर जाती है और दक्षिण में लाट सं० 350 पर मिलती है और "ड" बिन्दु पर मिलती है।
- ड—क मौजा नाबाधनपुर जे०एल० 19 के प्लॉट सं० 350, 348 की पश्चिमी सीमा से और "क" बिन्दु पर मिलती है।

अनुसूची-1

उपखंड-ख

सभी अधिकार

क्रम सं०	मौजा (ग्राम) का नाम	अधिकारिता सूची सं०	पुलिस थाना	जिला	एकड़ों में क्षेत्र	टिप्पण
1.	सिरसा	17	फरीदपुर	बर्दवान	88.86	भाग
					कुल	88.86 एकड़ (लगभग)
					या	
						35.97 हेक्टर (लगभग)

ग्राम सिरसा में अर्जित प्लॉटों की संख्या

606 (भाग), 607, 609 (भाग), 610 (भाग), 621 (भाग), 2105 (भाग), 2106 से 2122, 2123 (भाग), 2134 (भाग), 2135 से 2140 (भाग), 2141 (भाग), 2142 (भाग), 2143 से 2147, 2148 (भाग), 2149 से 2171, 2172 (भाग), 2173, 2213 से 2216, 2251 (भाग), 2254 (भाग), 2255 (भाग), 2256 (भाग), 2257 (भाग), 2259 (भाग), 2260 से 2267, 2268 (भाग), 2269, 2270 (भाग), 2271 (भाग), 2272 (भाग), 2278 (भाग), 2279 से 2292, 2294 से 2297, 2298 (भाग), 2299 (भाग), 2300 (भाग); 2315 (भाग), 2316 (भाग), 2317 (भाग), 2318 से 2324, 2325 (भाग), 608 ।

सीमा वर्णन

ट—णः मौजा सिरसा जे०एल० सं० 17 के प्लॉट सं० 2172, 2141, 2142, 2123, 606, 607, 610, 609 से होकर जाती है और “ण” बिन्दु पर मिलती है ।

ण—तः मौजा सिरसा जे०एल० 17 के प्लॉट सं० 2106, 2325, 2319, 2292, 2257, 2254 से होते हुए प्लॉट सं० 609 की पूर्वी सीमा से होकर जाती है और “त” बिन्दु पर मिलती है ।

त—दः मौजा सिरसा जे०एल० सं० 17 के प्लॉट सं० 2216, 2213, 2170, 2172 की पश्चिमी सीमा में प्लॉट सं० 2251, 2256, 2270, 2278 से होकर जाती है और “द” बिन्दु पर मिलती है ।

अनुसूची-1

उपखंड-ग

सभी अधिकार

क्रम सं०	मौजा (ग्राम) का नाम	अधिकारिता सूची सं०	पुलिस स्थान	जिला	एकड़ों में क्षेत्र	टिप्पण
1.	बाली जूरी	16	फरीदपुर	वर्दवान	2.17	भाग
2.	मधाईगंज	24	फरीदपुर	वर्दवान	75.50	भाग
					कुल	77.67 एकड़ (लगभग)
					या	3144 हेक्टर (लगभग)

ग्राम बालीजूरी में अर्जित प्लॉट सं०

2250 (भाग), 2049 (भाग), 2051 (भाग)

2. मौजा (ग्राम) मधाईगंज में अर्जित प्लॉट सं०

93 (भाग), 94 से 96, 97 (भाग), 98 (भाग), 99 (भाग), 100 (भाग), 101 (भाग), 102 (भाग), 103 (भाग), 105 (भाग), 108 (भाग), 109 से 120, 121 (भाग), 126, 127 (भाग), 128 से 131, 132 (भाग), 133 (भाग), 139, 141 (भाग), 142 से 148, 149 (भाग), 150 (भाग), 153 (भाग), 154 (भाग), 160 (भाग), 889 (भाग), 966 (भाग), 987 (भाग), 988 (भाग), 989 (भाग), 990 से 992, 1005 से 1007, 1132, 1133 (भाग), 1134 (भाग), 1136 (भाग), 1137, 1138, 1139 (भाग) ।

सीमा वर्णन :

घ—दः मौजा बालीजूरी जे०एल० 16 के प्लॉट सं० 2051, 2050, 2049 से होते हुए मौजा मधाईगंज जे०एल० संख्या 24 के प्लॉट सं० 889, 135, 133, 127, 121, 108, 105, 100 से होते हुए प्लॉट सं० 988, 138, 136, 889 की पश्चिमी सीमा से होकर जाती है और “द” बिन्दु पर मिलती है ।

द—धः मौजा मधाईगंज जे०एल० सं० 24 के प्लॉट सं० 100, 97, 93, 153, 154, 160 से होते हुए “ध” बिन्दु पर मिलती है ।

ध—घः मौजा मधाईगंज जे०एल० सं० 160, 154, 153, 1136, 150, 149, 1139, 141, 989 से होते हुए मौजा बालीजूरी जे०एल० 16 के प्लॉट सं० 2050, 2051 से होते हुए “घ” बिन्दु पर मिलती है ।

अनुसूची-1

उपखंड-घ

सभी अधिकार

क्रम सं०	मौजा का नाम (ग्राम)	अधिकारिता सूची सं०	पुलिस थाना	जिला	एकड़ों में क्षेत्र	टिप्पणियां
1.	मधवाईगंज	24	फरीदपुर	वर्दवान	1.98	भाग
2.	बालाजूरी	16	फरीदपुर	वर्दवान	15.00	भाग
कुल					16.98 एकड़ (लगभग)	या
					6.87 हेक्टर (लगभग)	

मौजा (ग्राम) मधवाईगंज में अर्जित प्लॉट सं०

1, 2(भाग), 1020 (भाग), 1021, 1022 (भाग) ।

2. ग्राम बालाजूरी में अर्जित प्लॉट सं०

1588 (भाग), 1589, 1591, 1592 (भाग), 1593, 1594 (भाग), 1595 (भाग), 1596, 1597, 1598 (भाग), 1599, 1605 (भाग), 1606 (भाग), 1607, 1608, 1609 (भाग), 1610, 1611 (भाग), 1612 (भाग), 1613 (भाग), 1614 (भाग), 1620, 1621 (भाग), 1622, 1625 (भाग), 1626, 1627, 1638 (भाग), 1640 (भाग), 1641, 1642, 1664 (भाग), 1665 (भाग), 1718, 1719, 1721 (भाग), 1722, 1723, 1724, (भाग), 1742 (भाग), 2048 (भाग), 2063 ।

सीमा वर्णन :

- न—प: मौजा बालाजूरी जे०एल० सं० 16 के प्लॉट सं० 1721, 1722, 1723, 1640, 1625, 1606, 1598, 1699, 1588, 2063, से होते हुए “प” बिन्दु पर मिलती है ।
- प—फ: मौजा बालाजूरी जे०एल० 16 के प्लॉट सं० 2063 से होते हुए, मौजा मधवाईगंज जे०एल० 24 के प्लॉट सं० 1022, 1020, 2 से होते हुए “फ” बिन्दु पर मिलती है ।
- फ—ब: मौजा मधवाईगंज जे०एल० 24 के प्लॉट सं० 2 से होते हुए मौजा बालाजूरी जे०एल० सं० 16 के प्लॉट सं० 2048, 1665, 1664, 1614, 1613, 1609, 1611, 1621, 1620 से होते हुए “ब” बिन्दु पर मिलती है ।
- ब—त: मौजा बालाजूरी जे०एल० सं० 16 के प्लॉट सं० 1721 के पश्चिम में प्लॉट सं० 1625, 1642, 1723, 1718, 1719 से होते हुए “त” बिन्दु पर मिलती है ।

अनुसूची-2

रानीगंज कोयलाक्षेत्र

रानीगंज ब्लॉक XI क्षेत्र

प्लॉट सं० ई०सी०एल०/जे०एन०आर०/एल०ए०/89/18 तारीख 25 अक्टूबर, 1989

उपखंड

केवल खनन अधिकार

क्रम सं०	मौजा का नाम (ग्राम)	अधिकारिता सूची सं०	पुलिस थाना	जिला	एकड़ों में क्षेत्र	टिप्पणियां
1.	नबाधानपुर	19	फरीदपुर	वर्दवान	18.00	भाग
कुल					18.00 एकड़ (लगभग)	या
					7.27 एकड़ हेक्टर (लगभग)	

मौजा (ग्राम) नबाधानपुर में अर्जित प्लॉट सं० :-

866 से 871, 874 से 988, 990 से 1014, 1044 (भाग), 1153 से 1266, 1272 से 1284, 1429, 1430, 1432 से 1435, 1444 से 1447, 1449 से 1452, 1486 (भाग), 1499, 1500, 1561 से 1566, 1572, 1577 से 1580, 1603, 1604 ।

सीमा वर्णन :

क—ख : मौजा नबाधानपुर जे०एल० सं० 19 के प्लॉट सं० 350 के उत्तर पश्चिम से होते हुए, “ख” बिन्दु पर मिलती है ।

ख—ग : मौजा नबाधानपुर जे०एल० सं० 19 की उत्तरी सीमा पर प्लॉट सं० 1020, 1019, 1152, 1144 से होते हुए “ग” बिन्दु पर मिलती है ।

ग—घ : मौजा नबाधानपुर जे०एल० के प्लॉट सं० 1428 से होते हुए प्लॉट सं० 1295, 1288, 1285, 1405 की पूर्वी सीमा से होते हुए “घ” बिन्दु पर मिलती है ।

घ—ङ—क : रेखा प्लॉट सं० 1428 की दक्षिणी सीमा से होते हुए “ङ” बिन्दु पर मिलती है तब मौजा नबाधानपुर जे०एल० सं० 19 के प्लॉट सं० 1426, 1446, 1251, 904, 865, 867 की दक्षिणी सीमा से होते हुए “क” बिन्दु पर मिलती है ।

[सं० 43015/9/94—एल०एस०डब्ल्यू०/पी०आर०आई०डब्ल्यू०]

प्रेमा नन्ददास, निदेशक

New Delhi, the 7th July, 1998

S.O. 1448.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 2524 dated the 9th August, 1996, issued under Sub-Section (i) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, Sub-Section (ii) dated the 31st August, 1996, the Central Government gave notice of its intention to acquire the lands measuring 520.44 hectares (approximately) in the locality specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the report aforesaid and after consulting the Government of West Bengal is satisfied that the lands measuring 1285.51 acres (approximately) or 520.44 hectares (approximately) described in the Schedule-1 (Sub-Block A, B, C, D) and Schedule-2 (Sub-Block-E) appended hereto should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the lands measuring 1267.51 acres (approximately) or 513.16 hectares (approximately) described in the Schedule-1 and the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands measuring 18.00 acres (approximately) or 7.28 hectares (approximately) described in the Schedule-2 are hereby acquired.

The plan bearing No. ECL/JNR/LA/89/18 dated the 25th October, 1989, of the areas covered by this notification may be inspected in the office of the Collector, Burdwan (West Bengal) or in the office of the Coal Controller, 1, Council House Street, Calcutta-700001 or in the office of the Director (Technical), Eastern Coalfields Limited, Sanctoria, Post Office Dishergarh, District-Burdwan (West Bengal).

THE SCHEDULE
RANIGANJ COALFIELDS
Raniganj Block-XI Area

(Plan No. ECL/JNR/LA/89/18)

Dated the 25th October, 1998)

SCHEDULE-1
SUB-BLOCK : A

All Rights

Sl. No.	Name of Mouza (Village)	Jurisdiction List Number	Police Station (Thana)	District (Zeela)	Area in acres	Remarks
1.	Balijuri	16	Faridpur	Burdwan	14.00	Part
2.	Sirsha	17	Faridpur	Burdwan	38.00	Part
3.	Nabagharpur	19	Faridpur	Burdwan	215.50	Part
4.	Tilaboni	20	Faridpur	Burdwan	83.00	Part
5.	Laudoha	21	Faridpur	Burdwan	241.00	Part
6.	Chowk Laudoha	22	Faridpur	Burdwan	181.00	Part
7.	Jamgora	23	Faridpur	Burdwan	217.50	Part
8.	Madhaiganj	24	Faridpur	Burdwan	94.00	Part
					Total :	1084.00 acres (approximately)
					or	438.86 hectares (approximately)

- Plot numbers acquired in village Balijuri:—2139, 2051(P), 2053(P), 2050(P), 2048(P), 2054(P), 2055(P).
- Plot numbers acquired in village Sirsha:—431(P), 2200(P), 2230(P), 2391(P), 2393(P), 2396(P), 2397(P), 2398, 2399, 2400, 2402, 2405, 2347.
- Plot number acquired in village Nabaghanpur:—231(P), 340(P), 341 to 350, 1019 to 1043, 1044(P), 1045(P), 1049, 1050, 1053 to 1076, 1078 to 1117, 1119 to 1152, 1267 to 1269, 1271(P), 1285 to 1305, 1307 to 1330, 1332 to 1403, 1410, 1411, 1414, 1415, 1428(P), 1486(P), 1487(P), 1491(P), 1492(P), 1493(P), 1501, 1505 to 1507, 1513(P), 1534, 1536, 1567, 1569, 1570, 1589 to 1594, 1596, 1598, 1601, 1605 (P), 1657(P), 1661 to 1670, 1671(P), 1672(P), 1680 to 1686.
- Plot numbers acquired in village Tilaboni:—1 to 4, 5(P), 6(P), 7(P), 9(P), 19(P), 22(P), 23(P), 24, 30 to 32, 33(P), 39(P), 40(P), 41 to 45, 46(P), 51(P), 67(P), 68(P), 70(P), 71 to 75, 77, 78(P), 79(P), 80(P), 90(P), 122, 124(P), 141(P), 142(P), 143(P), 144 to 164, 165(P), 166(P), 171(P), 173(P), 175 to 182, 184 to 188, 192 to 221, 252 to 254, 256 to 263, 264(P), 293(P), 294 to 299, 321 to 324, 734, 741 to 745, 763, 764(P), 765(P), 766(P), 769, 770(P), 771(P), 772, 773(P), 774, 777, 778, 801(P), 802(P).
- Plot numbers acquired in village Laudoha:—34(P), 35(P), 37(P), 38(P), 39(P), 40 to 44, 45(P), 46 to 58, 59(P), 60(P), 61 to 79, 80(P), 128(P), 145(P), 157 to 175, 177, 180, 181, 195 to 203, 294 to 300, 333 to 342, 377(P), 378 to 598, 602 to 628, 629(P), 630, 631(P), 636(P), 637, 638(P), 644 to 688, 690, 697 to 701, 712, 768(P), 837 to 839, 841, 843, 849 to 851, 870 to 878, 879(P), 884(P), 891, 892, 894, 902, 903, 907.
- Plot numbers acquired in village Chowk Laudoha:—1, 2, 4 to 12, 13(P), 14, 15, 16(P), 17(P), 55(P), 56 to 60, 62, 64 to 70, 72 to 76, 146, 147, 150, 151(P), 152, 153, 159, 160, 164 to 166.
- Plot numbers acquired in village Jamgora:—1(P), 2 to 4, 480(P), 540(P), 541 to 543, 544(P), 1248, 1249, 3342, 3385 to 3387.
- Plot numbers acquired in village Madhaiganj:—152(P), 153(P), 154(P), 160(P), 161(P), 162(P), 163 to 171, 172(P), 173, 174(P), 977(P), 1065, 1066(P), 1067, 1068(P), 1128(P), 1134(P), 1135.

Boundary description:—

- A—B Line passes to the North of Plot Number 345, 346, 341 to the West of 1058, 1054, 1055 to the North of 1055, 1050, 1049 through 1660 of Mouza Nabaghanpur, JL No. 19 through 431, 2397, 2200, 2230, 2393 of Mouza Sirsha, through 801, 802, 90 of Mouza Tilaboni, JL No.-20 and meets at point B.
- B—C Line passes through plot number 90 of Mouza Tilaboni, JL No.-20 through 1332, 1339 of Mouza Nabaghanpur, JL No. 19 through 80, 79, 78, 68, 69, 9, 7, 5, 764 to the west of 763 of Mouza Tilaboni, JL No.-20 and meets at point C.
- C—D Line passes through plot number 763, 22, 23, 19, 33, 39, 40 of Mouza Tilaboni, JL No.-20 and meets at point D.
- D—E Line passes through plot Number 51, 173, 771, 165, 142, 124, 122 of Mouza Tilaboni, JL No.-20 through 46, 39, 60, 37, 879, 34 of Mouza Laudoha, JL No. 21 and meets at point E.
- E—F Line passes to the Southern boundary of and through 80 to the Northern boundary of 384, 383, 427 of Mouza Laudoha, JL No.-21 and meets at point F.
- F—G Line passes to the Eastern boundary of 354, 333, 73, to the Southern boundary of 181, 193, 186, 195, to the Western boundary of 195, 199, 203, to the Northern boundary of 203, 160, 157, 198, through 145, 903, 128 of Mouza Laudoha, JL No.-21 through 2055, to the Eastern boundary of 2051 of Mouza Balijuri, JL No.-16 and meets at point G.
- G—H Line passes through plot Number 2051, 2050 of Mouza-Balijuri, JL No.-16 through 1128, 1134, 153, 154, 160 of Mouza Madhaiganj, JL No.-24 and meets at point H.
- H—I Line passes through plot Number 1066, 162, 174, 172, 977 of Mouza Madhaiganj, JL No.-24 through Plot Number 1 of Mouza Jamgora, JL No.-23 and meets at point I.

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- I—J Line passes through Plot number 480 of Mouza Jamgora JL No. 23 and meet at point J.
- J—K Line passes through Plot number 480, 540, 544 to the Southern boundary of 72, 76, 55, 152, 160, through 13, 16 of Mouza Chowk Laudoha, JL No. 22 to the Southern boundary of 690, 699, 760, through 768, 638, to the Southern boundary of 637, 602, to the Eastern boundary of 598 of Mouza Laudoha, JL No. —21 and meets at point K.
- K—L Line passes to the southern boundary of 323, 321, 294, 264, 253, to the Eastern boundary of 252, 192, 32, 30, 767, through 763, of Mouza Tilaboni, JL No. 20 and meet at point L.
- L—C Line passes through plot number 1493, 1671, 1672, 1487, 2605 of Mouza Nabaghanpur, JL-No. 19 and meets at point e.
- E—D Line passes to the Southern boundary of 1480 of Mouza Nabaghanpur JL—No. 19 and meets at point. d.
- D—C Line passes through 1428, to the Western boundary of 1405, 1285, 1288, 1295, of Mouza Nabaghanpur, JL No. 19 and meets at point C.
- C—B Line passes to the Southern boundary of 1144, 1152, 1019, 1020, of Mouza Nabaghanpur, JL No. 19 and Meets at point B.
- B—A—M Line passes to the North East boundary of 350 of Mouza Nabaghanpur JL No. 19 and meet at a, then to the South of 350 and Meet at M.
- M—A Line passes to the Western boundary of 350, 348 of Mouza Nabaghanpur JL No. 19 and meets at point A.

SCHEDULE-I

SUB : BLOCK-B

All Rights

Serial Number	Name of Mouza (Village)	Jurisdiction List number	Police Station (Thana)	Disttict Zilla	Area in acres	Remarks
1.	Sirsha	17	Faridpur	Burdwan	88.86	Part

Total 88.86 acres
(approximately)
or 35.97 hectares
(approximately)

Plot numbers acquired in Mouza (village) Sirsha :—

606(P), 607, 609 (P), 610(P), 621(P), 2105(P), 2106 to 2122, 2123(P), 2134(P), 2135 to 2140, 2141(P), 2142(P), 2143 to 2147, 2148,(P) 2149 to 2171, 2172 (P), 2173, 2213 to 2216, 2251(P), 2254(P), 2255(P), 2256(P), 2257(P), 2259(P), 2260 to 2267, 2268(P), 2269, 2270(P), 2271(P), 2272(P), 2278(P), 2279 to 2292, 2294 to 2297, 2298(P), 2299(P) 2300(P), 2315(P), 2316(P), 2317(P), 2318 to 2324, 2325(P), 608.

Boundary description :—

N—O Line passes through Plot number 2172, 2141, 2142, 2123, 606, 607, 610, 609 of Mouza Sirsha JL No. 17 and meet at point C.

O—P Line passes to the East boundary of 609, through 2106, 2325, 2319, 2292, 2257, 2254 of Mouza Sirsha JL—No. 17 and meets at point P.

P—N Line passes through 2251, 2256, 2270, 2278, to the Western boundary of 2216, 2213, 2170, 2172 of Mouza Sirsha JL No.—17 and meets at point N.

SCHEDULE -I

SUB-BLOCK-C

All Rights

Serial Number	Name of Mouza (Village)	Jurisdiction List number	Police Station (Thana)	District (Zeela)	Area in acres	Remarks
1.	Balijuri	16	Faridpur	Burdwan	2.17	Part
2.	Madhaiganj	24	Faridpur	Burdwan	75.50	Part

Total :— 77.67 acres
(approximately)
or 31.44 hectares
(approximately)

1. Plot numbers acquired in village Balijuri :—
2050(P), 2049(P), 2051(P).

2. Plot number acquired in Mouza (village) Madhaiganj :—

93(P), 94 to 96, 97(P), 98(P), 99(P) 100(P), 101, 102(P), 103,(P), 105(P), 108(P), 109 to 120, 121(P), 126, 127(P), 128 to 131, 132(P), 133,(P), 139, 141(P), 142 to 148, 149(P), 150(P), 153(P), 154(P), 160(P), 889(P), 966(P), 987(P), 988(P), 989(P), 990 to 992, 1005 to 1007, 1132, 1133(P), 1134(P), 1136(P), 1137, 1138, 1139(P)

Boundary description :—

- Q—R Line passes through plot number 2051, 2050, 2049 of Mouza Balijuri, JL—No.—16 passss to Western boundary of 988, 138, 136, 889, through 889, 135, 133, 127, 121, 108, 105, 100 of Mouza Madhaiganj JL No. —24 and meets at point R.
- R—S Line passes through 100, 97, 93, 153, 154, 160, of Mouza Madhaiganj, JL No.—24 and meets at point S.
- S—Q Line passes through 160, 154, 153, 1136, 150, 149, 1139, 141, 989 of Mouza Madhaiganj JL No.—24 through 2050, 2051, of Mouza Balijuri JL No—16 and meets at point Q.

SCHEDULE-I

SUB-BLOCK —D

All Rights

Serial Number	Name of Mouza (Village)	Jurisdiction List number	Police Station (Thana)	District (Zeela)	Area in Acres	Remarks
1.	Madhaiganj	24	Faridpur	Burdwan	1.98	Part
2.	Balijuri	16	Faridpur	Burdwan	15.00	Part

Total :— 16.98 acres
(approximately)
or 6.87 hectares
(approximately)

1. Plot number acquired in Mouza (village) Madhaiganj :—

1, 2 (P), 1020 (P), 1021, 1022 (P).

2. Plot numbers acquired in Mouza (village) Balijuri :—

1588 (P), 1589, 1591, 1592 (P), 1593, 1594 (P), 1595(P)1596, 1597, 1598, (P), 1599, 1605 (P), 1606 (P), 1607, 1608, 1609(P),1610,1611 (P), 1612 (P), 1613 (P), 1614 (P), 1620 (P), 1621 (P), 1622,1625 (P), 1626, 1627,1638 (P), 1640(P), 1641, 1642 1664, (P), 1665(P), 1718, 1719, 1721, (P), 1722, 1723, 1724 (P), 1742(P) 2048((P), 2063.

Boundary description :—

T—U Line passes through 1721, 1722, 1723, 1640, 1625, 1606, 1598, 1699, 1588 2063 of Mouza Balijuri, JL No—16 and meets at point U.

U—V Line passes through 2063 of Mouza Balijuri, JL No—6 through 1022 1020, 2, of Mouza of Madhaiganj, JL No—24 and Meets at point V.

V—W Line passes through Plot number 2 of mouza Madhaiganj JL No—24 through 2048, 1665, 1664, 1614, 1613, 1609, 1611, 1621, 1620, of Mouza Balijuri JL No—16 and meets at point W.

W—T Line passes through plot numbers 1625, 1642, 1723, 1718, 1719, West of 1721 of Mouza Balijuri JL No. —16 and meets at point T.

SCHEDULE-2

RANIGANJ COALFIELDS

RANIGANJ BLOCK-XI AREA

(Plan No. ECL/JNR/LA/89/18 dated the 25th October, 1989)

Sub-Block—E

Mining Rights Only

Serial Number	Name of Mouza (Village)	Jurisdiction List number	Police Station (Thana)	District (Zeela)	Area in Acres	Remarks
1.	Nabaghanpur	19	Faridpur	Burdwan	18.00	Part
Total					18.00 acres (approximately)	
or					7.28 hectares (approximately)	

Plot numbers acquired in Mouza (village) Nabaghanpur :—

866 to 871, 874 to 988, 990 to 1014, 1016, 1044(P), 1153 to 1266, 1272 to 1284, 1429, 1430, 1432 to 1435, 1444 to 1447, 1449 to 1452, 1486 (P), 1499, 1500, 1561 to 1566, 1572, 1577 to 1580, 1603, 1604.

Boundary description :—

- a—b Line passes to the North West of Plot number 350 of Mouza Nabaghanpur, JL No. 19 and meets at point 'b'.
- b—c Line passes to the Northern boundary of 1020, 1019, 1152, 1144 of Mouza Nabaghanpur, JL No. 19 and meet at point 'c'.
- c—d Line passes to the Eastern boundary of 1295, 1288, 1285, 1405, through 1428 of Mouza Nabaghanpur, JL No. 19 and meets at point 'd'.
- d—e—a Line passes to the Southern boundary of 1428, meets at point e, then to the Southern boundary of 1426, 1446, 1251, 904, 865, 867 of Mouza Nabaghanpur, JL No. 19 and meets at point 'a'.

[No. 43015/9/94-LSW/PRIW]

PREMANAND DAS, Director

नई दिल्ली, 7 जुलाई, 1998

कां०आ० 1449 :—केन्द्रीय सरकार को यह प्रतीत होना है कि इसमें उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है :

अतः, अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का भूवैक्षण करने के अपने आशय की सूचना देती है ।

इस अधिसूचना के अन्तर्गत आने वाले रेखांक सं० एस०ई०सी०एल०/बी०एस०पी०/जी०एम० (पी०एल०जी०)/भूमि/207 तारीख 7 मई, 1998 का निरीक्षण कलक्टर शहडोल (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रण, 1 काउंसिल हाउस स्ट्रीट, कलकत्ता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग) सीपत रोड, बिलासपुर-495006 (मध्य प्रदेश) में किया जा सकता है ।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में, हितवद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर भार-साधक अधिकारी/विभागाध्यक्ष (राजस्व), साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (मध्य प्रदेश) को भेजेंगे ।

अनुसूची

विक्रम ब्लाक

सोहागपुर क्षेत्र

जिला-शहडोल (मध्य प्रदेश)

रेखाक सं. : एस ई सी एल/बी एस पी/जी एम (पी एल जी)/भूमि/207

तारीख 7 मई, 1998

(पूर्वक्षण के लिये अधिसूचित)

क्रम सं.	ग्राम	पटवारी हल्का सं.	तहसील	जिला	क्षेत्र हैक्टर में	टिप्पणियां
1.	गोपालपुर	100	सोहागपुर	शहडोल	149.199	भाग
2.	अहिरगवां	100	सोहागपुर	शहडोल	184.420	भाग
3.	विक्रमपुर	100	सोहागपुर	शहडोल	539.599	संपूर्ण
4.	चिरहला	100	सोहागपुर	शहडोल	378.422	संपूर्ण
5.	धनपुरी	98	सोहागपुर	शहडोल	100.000	भाग

कुल : 1351.640 हैक्टर (लगभग) या

3339.90 एकड़ (लगभग)

सीमा वर्णन

- क--ख रेखा ग्राम विक्रमपुर की उत्तरी ओर से और ग्राम पिपतरा की दक्षिणी सीमा की सम्मिलित सीमा पर बिन्दु "क" से आरंभ होती है और फिर ग्राम बुढ़ार की पश्चिमी सीमा को जाती है और बिन्दु "ख" पर मिलती है।
- ख--ग रेखा ग्राम धनपुरी के पश्चिमी भाग से जाती है और ग्राम अहिरगवां और ग्राम सरईकापा की सीमाओं के निकट जंक्शन पर बिन्दु "ग" से मिलती है।
- ग--घ रेखा भागतः ग्राम अहिरगवा की दक्षिणी ओर से जाती है फिर भागतः ग्राम गोपाल पुर की उत्तरी ओर से जाती है और बिन्दु "घ" पर मिलती है।
- घ--क रेखा ग्राम चिरहला की पश्चिमी सीमा से जाती है और फिर आरंभिक बिन्दु "क" से मिलने के लिये उत्तर की ओर मुड़ती है।

[सं० 43015/8/98-पी आर आई डब्ल्यू]

प्रेमानंद दास, निदेशक

New Delhi, the 7th July, 1998

S.O.1449.— Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section-4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the Central Government hereby gives notice of its intention to prospect for coal therein.

The Plan bearing No. SECL/BSP/GM (PLG)/Land/207 dated 7th May, 1998 of the area covered by this notification can be inspected in the Office of the Collector, Shahdol (Madhya Pradesh) or in the Office of the Coal Controller, 1, Council House Street, Calcutta-700001 or in the Office of the South Eastern Coalfields Limited (Revenue Department), Seepat Road, Bilaspur-495006 (Madhya Pradesh).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Officer-in-Charge/Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Madhya Pradesh) within ninety days from the date of publication of this notification.

SCHEDULE
BIKRAM BLOCK
SOHAGPUR AREA
DISTRICT-SHAHDOL (MADHYA PRADESH)

Plan No. SECL/BSP/GM(Plg)/Land/207

Dated 7th May, 1998

(Notified for Prospecting)

Serial Number	Village	Patwari Halka Number	Tahsil	District	Area in hectares	Remarks
1.	Gopalpur	100	Sohagpur	Shahdol	149.199	Part
2.	Ahircawan	100	Sohagpur	Shahdol	184.420	Part
3.	Bikrampur	100	Sohagpur	Shahdol	539.599	Full
4.	Chituhla	100	Sohagpur	Shahdol	378.422	Full
5.	Dhanpuri	98	Sohagpur	Shahdol	100.000	Part
<hr/>						
TOTAL ;	1351.640 Hectares 333 39.90 Acres	(approximately) OR (approximately)				

BOUNDARY DESCRIPTION

A—B	Line starts from point 'A' on the common boundary in Northern Side of Bikrampur Village and in Southern boundary of village Piptara and Katkena and then passes to the Western boundary of village Burhar and meets at point 'B'.
B—C	Line passes through the village Dhanpuri in its Western part and meets point 'C' at near the junction of the boundaries of the village Ahircawan & village Saraikapa.
C—D	Line passes partly through village Ahircawan in southern side then partly through Northern side of village Gopalpur and meets at point 'D'.
D—A	Line passes through Western boundary of village Chituhla and turn northerly to meet the starting point at 'A'.

[No. 43015/8/98-PRIW]
PREMANAND DAS, Director

आदेश

नई दिल्ली, 13 जूलाई, 1998

का.आ. 1450----कोयला धातुक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन निकाली गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 2298 तारीख, 5 सितम्बर, 1997 के भारत का राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 20 सितम्बर, 1997 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि में या उस पर के अधिकार (जिसे इसने इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी वित्तलंगों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गये थे :

और, केन्द्रीय सरकार का यह समाधान हो गया है कि महानदी कोलफील्ड्स लिमिटेड, सम्भलपुर (उड़ीसा) (जिसे इसमें इसके पश्चात् उक्त सरकारी कंपनी कहा गया है) ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधि-रोपित करना उचित समझे, अनुपालन करने के लिये राजामंद है;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और उक्त भूमि में या उस पर के अधिकार, तारीख 20 सितम्बर, 1997 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त कंपनी में निहित हो जायेंगे, अर्थात्:—

- (1) उक्त कंपनी, उक्त अधिनियम के उपबन्धों के अधीन अवधारित प्रतिकर, व्याज, नुकसानी और ऐसी ही मदों की बाबत किये गये सभी संदायों की केन्द्रीय सरकार को प्रतिपत्ति करेगी;
- (2) उक्त कंपनी द्वारा शर्तों (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिये एक अधिकरण का गठन किया जायेगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिये नियुक्त व्यक्तियों के संबंधों में उपगत सभी व्यय, उक्त कंपनी वहन करेगी और इसी प्रकार इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बाबत उपगत सभी व्यय भी, उक्त कंपनी वहन करेगी;
- (3) उक्त कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों में संबंध में आवश्यक हो, क्षतिपूर्ति करेगी;
- (4) उक्त कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी, और
- (5) उक्त कंपनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित की जाएं, पालन करेगी।

[सं. 43015/3/96-एल एस डब्ल्यू/पी आर आईडब्ल्यू]

प्रेमानन्द दास, निदेशक

ORDER

New Delhi, the 13th July, 1998

S. O. 1450.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal No. S.O. 2298, dated the 5th September, 1997, Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 20th September, 1997, issued under sub-section (i) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and rights in or over the such lands described in the Scheduled appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (i) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Mahanadi Coalfield Limited, Sambalpur (Orissa) (hereinafter referred to as the said Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (i) of Section 11 of the said Act, the Central Government hereby directs that the said lands and rights in or over the said lands so vested shall, with effect from the 20th September, 1997, instead of continuing to so vest in the Central Government, vest in the said Company, subject to the following terms and conditions, namely:—

- (1) the said Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
- (2) a Tribunal shall be constituted for the purpose of determining the amounts Payable to the Central Government by the Company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the said Company and,

similarly, all expenditure incurred in respect of all legal proceedings like appeals etc. for or in connection with the rights in or over the said lands, so vesting, shall also be borne by the said company;

(3) the said Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands, so vesting;

(4) the said Company shall have no power to transfer the said lands to any other person without the prior approval of the Central Government;

(5) the said Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[No. 43015/3/96-LSW/PRIW]
PREMANAND DAS, Director

नई दिल्ली, 14 जुलाई, 1998

का. आ. 1451.---केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है,

अतः, अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र की रेखांक सं. सी-1(ई)/III एच आर/644-0198 तारीख 23 जनवरी, 1998 का निरीक्षण वैस्टर्न कोलफील्ड्स लि. (राजस्व अनुभाग), कोल इस्टेट सिविल लाइन्स, नागपुर 440001 (महाराष्ट्र) के कार्यालय में या कलकटर छिदवाड़ा (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शे, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर उस भारसाधक अधिकारी/विभागाध्यक्ष (राजस्व) वैस्टर्न कोलफील्ड्स लि. कोल इस्टेट, सिविल लाइन्स, नागपुर-440001 (महाराष्ट्र) को भेजेंगे।

अनुसूची

दमुआ पूर्व परियोजना

कनहन क्षेत्र

जिला-छिदवाड़ा (मध्य प्रदेश)

रेखांकित सं. सी 1(ई)III/एच आर/644-0198, तारीख 23 जनवरी, 1998

क्रम सं.	ग्राम का नाम	पटवारी सकिल सं.	बन्दोबस्त सं.	तहसील	जिला	क्षेत्र हैक्टर में	भू-टिप्पणियां
1	ननदोरा	7	25	जूनारदेव	छिदवाड़ा	4.175	भाग
कुल क्षेत्र						4.175 हैक्टर (लगभग)	या
						10.316 एकड़ (लगभग)	

सीमा वर्णन

- क-ख-ग : रेखा बिन्दु 'क' से आरम्भ होती है और ग्राम ननदोरा से होकर जाती है तथा बिन्दु 'ग' पर मिलती है।
- ग-घ : रेखा ग्राम ननदोरा से होकर जाती है और बिन्दु 'घ' पर मिलती है :
- घ-क : रेखा विद्यमान पुरानी खनन पट्टे की सीमा के साथ-साथ ग्राम ननदोरा से होकर जाती है और आरम्भिक बिन्दु 'क' पर मिलती है।

[सं. 43015/7/98-पी.आर.आई.डब्ल्यू.]

प्रेमानन्द दाम, निदेशक

New Delhi, the 14th July, 1998

S.O.1451.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (herein after referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. C-I(E)/III/HR/644-0198 dated the 23rd January, 1998 of the area covered by this notification can be inspected in the office of the Western Coal fields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra) or in the office of the Collector, Chhindwara (Madhya Pradesh) or in the office of the Coal Controller, 1 Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge/Head of the Department (Revenue) Western coalfields Limited, Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) within ninety days from the date of publication of this notification.

SCHEDULE

DAMUA EAST PROJECT

KANHAN AREA

DISTRICT CHHINDWARA (MADHYA PRADESH)

[Plan No. C-I(E)/III/HR/644-0198 dated the 23rd January, 1998].

Serial number	Name of village	Patwari circle number	Settlement number	Tahsil	District	Area in hectares	Remarks
1.	Nandora	7	25	Junnardeo	Chhindwara	4.175	Part

Total area: 4.175 hectares
(approximately)
or
10.316 acres
(approximately)

Boundary description :

- A—B—C— : Line starts from point 'A' and passes through village Nandora, and meets at point 'C'.
- C—D : Line passes through village Nandora, and meets at point 'D'.
- D—A : Line passes through village Nandora along the existing old mining lease boundary and meets at starting point 'A'.

[No. 43015/7/98-PRIW]

PREMANAND DAS, Director

नई दिल्ली, 16 जुलाई, 1998

का.आ. 1452.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः, अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है (धारा 4) की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है,

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र की रेखांक सं. सी/1/ई/III जी आर/643-0198 तारीख 23 जनवरी, 1998 का निरीक्षण वैस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), कोल इस्टेट, सिविल लाइन्स, नागपुर-440001 (महाराष्ट्र) के कार्यालय में या कलकत्ता द्विदवाड़ा (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1 काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में, हितवद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर उस भार साधक अधिकारी विभागाध्यक्ष (राजस्व), वैस्टर्न कोलफील्ड्स लिमिटेड, कोल इस्टेट, सिविल लाइन्स, नागपुर-440001 (महाराष्ट्र) को भेजेंगे ;

अनुसूची

जमुनीया ब्लाक

पंच क्षेत्र

(जिला छिदवाड़ा मध्य प्रदेश)

रेखांक सं. सी-ई (ई) III/जीआर/643-198, तारीख 23 जनवरी, 1998

क्रम सं. ग्राम का नाम	पटवारी सर्किल सं.	बन्दोबस्त सं.	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियाँ
1 जमुनीया	18	192	परासीया	छिदवाड़ा	480.00	भाग

कुल क्षेत्र 400.00 हेक्टर (लगभग)

या

988.44 एकड़ (लगभग)

सीमा वर्णन

- क-ख : रेखा बिन्दु "क" से आरम्भ होती है और ग्राम जमुनीया से होकर जाती है तथा बिन्दु "ख" पर मिलती है।
- ख-ग : रेखा ग्राम जमुनीया और आरक्षित वन, ग्राम जमुनीया तथा ग्राम पयाली ग्राम जमुनीया और नेहारिया आरक्षित वन की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु "ग" पर मिलती है।
- ग-घ : रेखा जमुनीया और नेहारिया ग्रामों की सम्मिलित ग्राम सीमा के साथ-साथ जाती है और बिन्दु "घ" पर मिलती है।
- घ-क : रेखा ग्राम जमुनीया से होकर जाती है और प्रारम्भिक बिन्दु "क" पर मिलती है।

[सं. 43015/6/98-पी.आर.आई.डब्ल्यू.]

प्रेमानन्द दास, निदेशक

New Delhi, the 16th July, 1998

S.O.1452.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. C-I(E)/III/GR/643-0198 dated the 23rd January, 1998, of the area covered by this notification can be inspected in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) or in the office of the Collector, Chhindwara (Madhya Pradesh) or in the office of the Coal Controller, 1 Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge/Head of the Department (Revenue), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) within ninety days from the date of publication of this notification.

SCHEDULE
JAMUNIA BLOCK
PENCH AREA

DISTRICT CHHINDWARA (MADHYA PARDESH)

(Plan No. C-I (E)/III/GR/643-0198 dated the 23rd January, 1998)

Serial number	Name of village	Patwari circle number	Settlement number	Tahsil	District	Area in hectares	Remarks
1.	Jamunia	18	192	Parasia	Chhindwara	400.00	Part
Total area ;						400.00 hectares (approximately)	
						or 988.44 acres (approximately)	

Boundary description :—

- A—B : Line starts from point 'A' and passes through village Jamunia and meets at point 'B'.
- B—C : Line passes along the common boundary of village Jamunia and reserve forest, village Jamunia and village Payali, village Jamunia and Neharia reserve forest and meets at point 'C'.
- C—D : Line passes along the common village boundary of villages Jamunia and Neharia and meets at point 'D'.
- D—A : Line passes through village Jamunia and meets at starting point 'A'.

[No. 43015/6/98-PRIW]

PREMANAND DAS, Director

नई दिल्ली, 16 जुलाई, 1998

का.आ. 1453.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है,

अतः, अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है,

इस अधिसूचना के अन्तर्गत आने वाले रेखांक सं.एस.ई.सी.एल./बी.एस.पी./जी.एम. (पी.एल.जी.) भूमि/ 210 तारीख 13 मई, 1998 का निरीक्षण कलेक्टर, गन्डोल (मध्य प्रदेश) के कार्यालय में या कोयला निर्यातक, 1, काउंसिल हाउस स्ट्रील कलकत्ता-670001 के कार्यालय में या साउथ इस्टर्न कोल फील्ड्स लिमिटेड (राजस्व विभाग) सीपत रोड, बिलासपुर 495006 (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, बाटों और अन्य दस्तावेजों को इस अधिसूचना में प्रकाशन की तारीख से नब्बे दिन के भीतर भार-साधक अधिकारी/विभागाध्यक्ष (राजस्व) साउथ इस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर (मध्यप्रदेश) को भेजेगे।

अनुमोची

खेरेहा ब्लाक

सोहागपुर क्षेत्र

[जिला-गन्डोल (मध्य प्रदेश)]

(रेखांक सं.एस.ई.सी.एल./बी.एस.पी./जी.एम. (पी.एल.जी.) भूमि 210 तारीख 13 मई, 1998)

क्रम सं.	ग्राम का नाम	पटवारी हत्कास	तहसील	जिला	हेक्टेयर में	टिप्पण
1.	खेरेहा	93	सोहागपुर	गन्डोल	370.000	भाग
2.	खन्नाथ	93	सोहागपुर	गन्डोल	423.683	भाग
3.	बड़ोहा	93	सोहागपुर	गन्डोल	125.125	भाग
4.	बोडरी	19	सोहागपुर	गन्डोल	125.125	भाग
5.	ग्रंतरिया	19	सोहागपुर	गन्डोल	185.000	भाग
6.	छिरहटी	99	सोहागपुर	गन्डोल	220.775	भाग
7.	पिपरिया	94	सोहागपुर	गन्डोल	80.000	भाग
		कुल	2364.718 हेक्टेयर (लगभग)	या		
			5843.22 एकड़ (लगभग)			

सीमा वर्णन :

क-ख रेखा ग्राम बोडरी में बिन्दु "क" से आरम्भ होती है और भागतः पश्चिमी सीमा के, फिर बोडरी-ग्राम की उत्तरी सीमा के, खन्नाथ ग्राम की उत्तरी सीमा के साथ साथ जाती है और बिन्दु "ख" पर मिलती है।

ख-ग रेखा खन्नाथ छिरहटी ग्रामों से होकर जाती है और बिन्दु "ग" पर मिलती है।

ग-घ रेखा छिरहटी ग्राम की पूर्वी सीमा के साथ साथ भागतः जाती है और बिन्दु "घ" पर मिलती है।

घ-क

रेखा ग्राम छिरहटी ग्राम की दक्षिणी सीमा के साथ साथ जाती है फिर अंतरिया, पिपरिया कंडोहा, ग्रामों से होकर, तब बोडरी ग्राम की दक्षिणी सीमा के साथ-साथ जाती है और आरंभिक बिन्दु "क" पर मिलती है।

[सं. 43015/9/98-पी. आर. आई, इन्स्यू.]

प्रमानन्द दास, निदेशक

New Delhi, the 16th July, 1998

S.O. 1453. Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Scheduled hereto annexed: -

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing (Areas Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. SECL/BSP/GM/(Plg)/Land/210 dated the 13th May, 1998, of the area covered by this notification can be inspected in the office of the Collector, Shahdol (Madhya Pradesh) or in the office of the Coal Controller, 1, Council House Street, Calcutta-700001 or in the office of the South Eastern Coalfields Limited (Revenue Department), Seepat Road, Bilaspur-495006 (Madhya Pradesh).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the officer-in-charge/Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur (Madhya Pradesh) within ninety days from the date of publication of this notification.

SCHEDULE

KHAIRAHA BLOCK

SOHAGPUR AREA

DISTRICT — SHAHDOL (MADHYA PRADESH)

(Plan No. SECL—BSP/GM(Plg)/Land /210

Dated 13th May, 1998

Serial number	Name of Village	Patwari halka number	Tahsil	District	Area in hectares	Remarks
1.	Khairaha	93	Sohagpur	Shahdol	370.000	Part
2.	Khannath	93	Sohagpur	Shahdol	423.683	Part
3.	Kandoha	93	Sohagpur	Shahdol	125.125	Part
4.	Bodri	19	Sohagpur	Shahdol	960.135	Full
5.	Antariya	19	Sohagpur	Shahdol	185.000	Part

6.	Chhirihiti	99	Sohagpur	Shahdol	220.775	Part
7.	Pipariya	94	Sohagpur	Shahdol	80.000	Part

TOTAL : 2364.718 hectares (approximately) OR
5843.22 acres (approximately)

BOUNDARY DESCRIPTION

- A—B Line starts from point 'A' in village Bodri and passes along the partly Western boundary, then Northern boundary of village Bodri, Northern boundary of Village Khannath and meets point 'B'.
- B—C Line passes through village Khannath, Chhirihiti and meets at point 'C'.
- C—D Line passes Partly along the Eastern boundary of village Chhirihiti and meets at point 'D'.
- D—A Line passes along the Southern boundary of village Chhirihiti then through village Kandeha Khairaha, Pipariya, Antariya, then along the Southern boundary of village Bodri and meets at the starting point 'A'.

[No. 43015/9/98-PRIW]

PREMANAND DAS, Director

खाद्य और उपभोक्ता मामले मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 30 जून, 1998

का०आ० 1454.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप नियम (4) के अनुसरण में खाद्य और उपभोक्ता मामले मंत्रालय के अधीन भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ, नई दिल्ली के भिवानी (हरियाणा) स्थित निम्नलिखित शाखा कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्-द्वारा अधिसूचित करती है :—

भारतीय राष्ट्रीय उपभोक्ता-सहकारी संघ
प्लॉट संख्या 75
सेक्टर-21,
भिवानी औद्योगिक कम्प्लेक्स,
भिवानी-125021

[संख्या ई-11012/6/96-हिन्दी]
राम तिलक पाण्डेय, निदेशक

MINISTRY OF FOOD AND CONSUMER AFFAIRS

(Department of Consumer Affairs)

New Delhi, the 30th June, 1998

S.O. 1454.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following branch office of National Co-operative Consumers Federation of India, New Delhi under the Ministry of Food and Consumer Affairs where more than 80% of the staff have acquired working knowledge of Hindi :—

National Co-operative Consumer Federation of India
Plot No. 75, Sector 21,
Bhiwani Industrial Complex,
Bhiwani-125021.

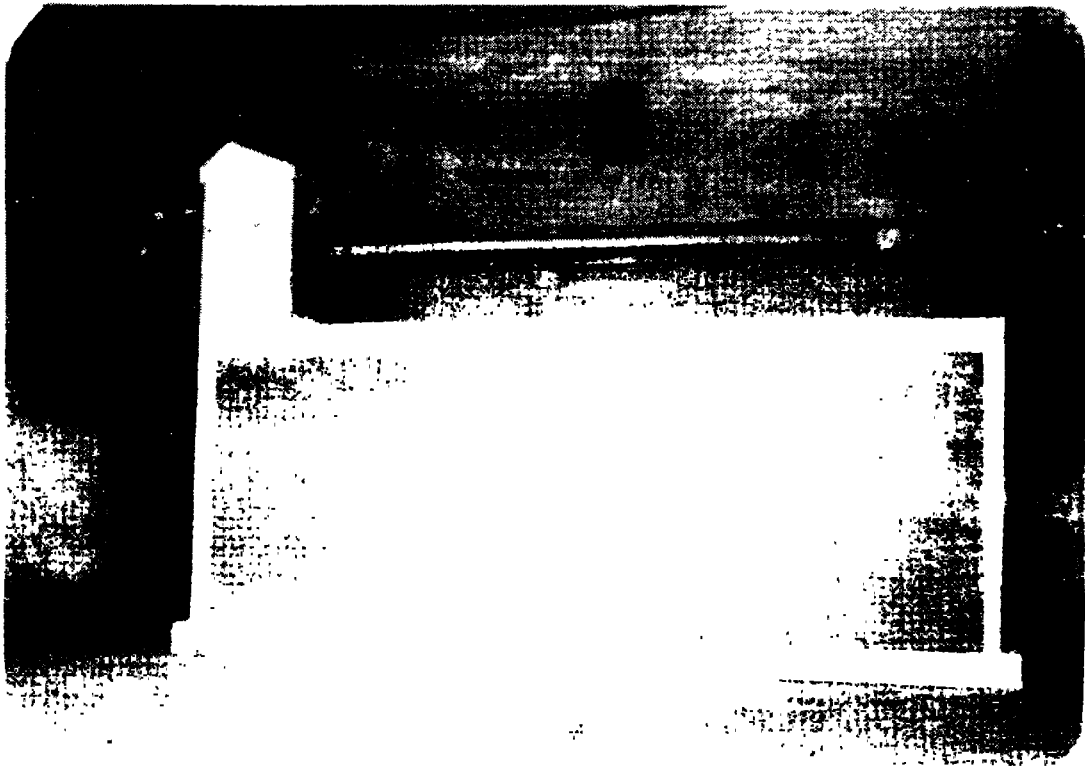
[No. E-11012/6/96-Hindi]
R. T. PANDEY, Director

खाद्य और उपभोक्ता मामले मंत्रालय**(उपभोक्ता मामले विभाग)**

नई दिल्ली, 13 जुलाई, 1998

का. आ. 1455.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात् समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखिए) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 38 की उपधारा(7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यथार्थता (मध्यम यथार्थता) वर्ग 3 की "डब्ल्यू टी डब्ल्यू बी" सिरीज टाइप के "वेटेक" ब्रांड नाम वाले स्वतः सूचक गैर-स्वचालित यांत्रिक तुला चौकी के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैसर्स वेटेक इंजीनियर्स, प्लाट सं. 4200, फेज 4, की आई डी सी, बटवा, अहमदाबाद-382445 द्वारा किया गया है और जिसे अनुमोदन चिन्ह आई.एन.डी./09/97/75 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



माडल (आकृति देखिए) एक मध्यम यथार्थता (यथार्थता वर्ग 3) का तोलन उपकरण है जिसकी अधिकतम क्षमता 30000 किलोग्राम और न्यूनतम क्षमता 100 कि.ग्रा. हैं। सत्यापन मापमान अन्तर (ई) 5 कि.ग्राम है। भारग्राही आयताकार सैक्शन का है जिसकी भुजाएं 7×3 मी. हैं। स्टील यार्ड टाइप संप्रदर्श तौल परिणाम उपदर्शित करता है।

आगे, केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 5 ट/1 कि.ग्रा., 10ट/2 कि.ग्रा., 15ट/2 कि. ग्रा. 20ट/5 कि.ग्रा., 25ट/5 कि.ग्रा., 40ट/5 कि.ग्राम., 50ट/5 कि.ग्राम., 60ट/10 कि.ग्रा., 80ट/10 कि.ग्रा., और 100ट/20 कि.ग्रा. की अधिकतम क्षमता वाले समरूप मेक, यथार्थता और उसी सिरीज के कार्यकरण वाले तोलन उपकरण भी हैं।

[फा.सं. डब्ल्यू एम- 21 (56)/95]

राजीव श्रीवास्तव, अपर सचिव

MINISTRY OF FOOD AND CONSUMER AFFAIRS

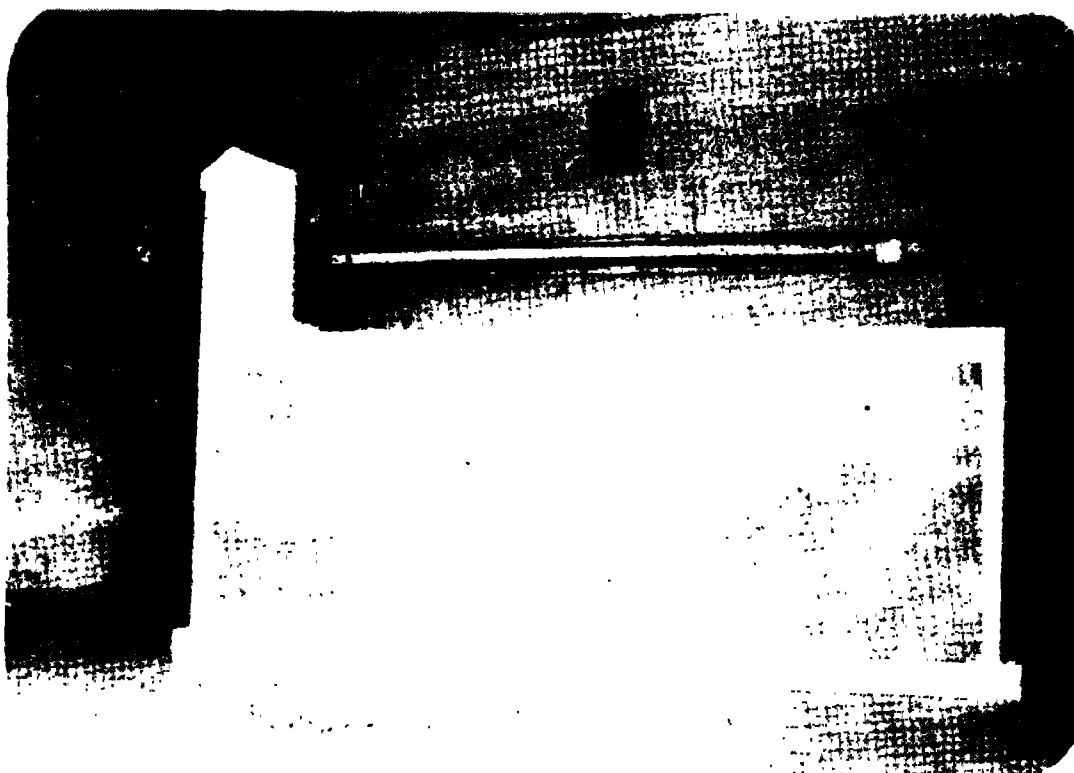
(Department of Consumer Affairs)

New Delhi, the 13th July, 1998

S.O. 1455.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the standards of weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain the accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, non-automatic mechanical weighbridge of type "WT WB" series of class III accuracy (Medium accuracy) and with brand name "Weitech" (hereinafter referred to as the Model) manufactured by m/s Weitech Engineers, Plot No. 4200, Phase 4, GIDC, Vatva, Ahmedabad- 382445, and which is assigned the approval mark IND/09/75;

The Model (see the figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 30000kg and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. The load receptor is of rectangular section of sides 7 x 3 metre. The steel yard type display indicates the weighing result;



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 5t/kg, 10t/2kg, 15t/2kg, 20t/5kg, 25t/kg., 40t/5kg, 50t/5kg, 60t/10kg, 80t/10kg and 100t/20kg manufactured by the same manufacturer in accordance with the same principal, design and with the same materials with which, the approved Model has been manufactured.

[File No. WM 21 (56)/95]

RAJIV SRIVASTAVA, Addl. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 14 जुलाई, 1998

का.आ. 1456.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में वाडीनार से मध्य प्रदेश राज्य में बीना तक पेट्रोलियम के परिवहन के लिए भारत ओमान रीफाइनरीज लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिये;

और कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उनमें उपयोग का अधिकार अर्जित करने के अपने आशय घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, राजपत्र में, यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दिए जाने की तारीख से इक्कीस दिन के भीतर, उनमें उपयोग के अधिकार का अर्जन या भूमि में पाइपलाइन बिछाने के संबंध में आक्षेप, लिखित रूप में सक्षम प्राधिकारी, सेंट्रल इंडियन रीफाइनरी परियोजना, भारत ओमान रीफाइनरीज लिमिटेड, बी-5, हिरक सेन्टर, नेहरू पार्क, वस्त्रापुर, अहमदाबाद-380 015, (गुजरात) को कर सकेगा;

अनुसूची

राज्य: गुजरात

जिला का नाम	तालुका का नाम	गांव का नाम	सर्वेक्षण सं. / खंड सं.	क्षेत्र		
				हेक्टर	आरे	सेन्टीआरे
(1)	(2)	(3)	(4)	(5)	(6)	(7)
सुरेन्द्रनगर	वढ वाण	बलदाना	826	0	12	38
			746/2	0	05	85
	लीबडी	अंकेवालीया	314/1	0	07	14
			314/2	0	00	30
			239	0	05	34
			278 पैकी	0	08	03
		टोकराला	89/1	0	18	00
			91/1	0	01	82
			65/1	0	41	18
			78/2	0	12	42
	जालमपुर		667 पैकी	0	63	01
			666 पैकी	0	52	86
			667 पैकी	0	13	72
			667 पैकी	0	27	27
		उमरडा	661/17	0	23	21
			208 पैकी	0	42	25
अहमदाबाद	बावला	बगोदरा	35/6	0	18	67
			35/8	0	46	18

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			35/11	0	30	70
	धोलका	कोठ	1091	0	00	46
		सीमेज	646/ए	0	99	25
खेडा	मातर	नधनपुर	154 बी	0	04	25
		खरेंटी	886	0	06	04
		ब्रान्जा	82	0	04	00
		कथोडा	197	0	03	00
		हेरन्ज	567	0	04	27
		खांधली	12	0	07	40
			322	0	04	81
			354	0	14	56
			361	0	03	69
			335	0	01	75
		लावल	876/1	0	39	60
		मलियातज	59	0	02	08
	नडीयाद	वसो	542	0	10	00
			559	0	03	83
		पीज	1692	0	05	31
		पिपलग	657	0	03	95
			643	0	13	28
		सलुन तलपद	261	0	33	39
		उत्तरसंडा	1093	0	20	54
		चलाली	83	0	42	20
			409	0	03	17
	ठासरा	जाखेड	874	0	02	40
			770/बी	0	06	00
		सांढे लीया	67	0	19	07
आणंद	उमरेठ	थामणा	803/2	0	25	57
		पणसोरा	1455 (926)	0	02	10

विशेष नोंध :- उपर्युक्त अनुसूची में गांव पणसोरा, तालुका उमरेठ के लिए स्तंभ 4 भूमि की सर्वेक्षण सं. एवम भूमि की खंड सं. का निर्देश करता है। खंड सं. कौंस में दर्शाई गई है।

[फा. सं. आर-31015/38/97-ओ आर. II]

के. सी. कटोच, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 14th July, 1998

S.O. 1456 .- Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh, pipelines should be laid by the Bharat Oman Refineries Limited;

And whereas, that for the purpose of laying such pipelines, it is necessary to acquire the right of users in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of this notification, as published in the official Gazette, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipelines under the land, to the Competent Authority of Central India Refinery Project of Bharat Oman Refineries Limited, B-5, Hirak Centre, Nehru Park, Vastrapur, Ahmedabad-380015 Gujarat.

Schedule

State : Gujarat

Name of District	Name of Taluka	Name of Village	Survey No./ Block No.	Area		
				Hectare	Are	Centare
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Surendranagar	Wadhwan	Baldana	826	0	12	38
			746/2	0	05	85
	Limbdī	Ankewalia	314/1	0	07	14
			314/2	0	00	30
			239	0	05	34
			278 Paiki	0	08	03
		Tokrala	89/1	0	18	00
			91/1	0	01	82
			65/1	0	41	18
			78/2	0	12	42
		Jalampur	667 Paiki	0	63	01
			666 Paiki	0	52	86
			667 Paiki	0	13	72
			667 Paiki	0	27	27
	Muli	Umarda	661/17	0	23	21
	Chotila	Thangadh	208 Paiki	0	42	25
Ahmedabad	Bavla	Bagodara	35/6	0	18	67
			35/8	0	46	18

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			35/11	0	30	70
	Dholka	Koth	1091	0	00	46
		Simej	646/A	0	99	25
Kheda	Matar	Nadhanpur	154 B	0	04	25
		Kharenti	886	0	06	04
		Tranja	82	0	04	00
		Kathoda	197	0	03	00
		Heranj	567	0	04	27
		Khandhali	12	0	07	40
			322	0	04	81
			354	0	14	56
			361	0	03	69
			335	0	01	75
		Lawal	876/1	0	39	60
		Maliyataj	59	0	02	08
	Nadiad	Vaso	542	0	10	00
			559	0	03	83
		Pij	1692	0	05	31
		Piplag	657	0	03	95
			643	0	13	28
		Salun Talpad	261	0	33	39
		Uttarsanda	1093	0	20	54
		Chalali	83	0	42	20
			409	0	03	17
	Thasara	Jakhed	874	0	02	40
			770/B	0	06	00
		Sandheliya	67	0	19	07
Anand	Umareth	Thamna	803/2	0	25	57
		Pansora	1455(926)	0	02	10

Note : In above Schedule against Village Pansora, Col. No.4 shows the survey number of the land and also the block number. The block number is indicated within bracket.

नई दिल्ली, 14 जुलाई, 1998

का.आ. 1457.— केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1091 तारीख 27 मार्च 1997, द्वारा पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में बिनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को 26 अप्रैल, 1997 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में बिनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से संलग्न अनुसूची में बिनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार, केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लगमें से मुक्त होकर भारत ओमान रिफाईनरीज़ लिमिटेड में निहित होगा।

अनुसूची

राज्य: गुजरात

जिला का नाम	तालुका का नाम	धारा 3 की उप धारा (1) के अधीन जारी की गई अधिसूचना का. आ. स.	गांव का नाम	सर्वेक्षण सं. / खंड सं.	क्षेत्र	हेक्टर	अरे	सेन्टीअरे
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
खेडा	मातर	1091	26.04.97	पाल्ला	20 (29/2)	0	63	60
					21 (30/1)	0	32	55
					21 (30/2)	0	02	61
					21 (31/2)	0	05	80
					23 (32)	0	44	16
					24 (33)	0	32	82
					27 (34)	0	02	72
					151 (164)	0	01	18
					152 (165)	0	18	52
					152 (166)	0	20	40
					153 (167)	0	45	20
				लावल	876/1	0	00	40

विशेष नोंद :- उपर्युक्त अनुसूची में गांव पाल्ला, तालुका मातर के लिए स्तंभ 6 भूमि की सर्वेक्षण सं. एवम भूमि की खंड सं. का निर्देश करता है। सर्वेक्षण सं. कौंस में एवम खंड सं. कौंस के बाहर दर्शाई गई है। उदाहरण के लिए स्तंभ 6 के अनुसार 153 (167) वह भूमि का निर्देश करता है जिसकी सर्वेक्षण सं. 153 एवम खंड सं. 167 है।

[फा. सं. आर-31015/24/97-ओ आर. II]

के. सी. कटोच, अवर सचिव

New Delhi, the 14th July, 1998

S.O. 1457.— Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S. O. 1091 dated 27th March 1997, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas, the copies of the said gazette notification were made available to the public, on 26th April, 1997;

And whereas, the Competent authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of section (6) the said Act, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Bharat Oman Refineries Limited;

Schedule

State : Gujarat

Name of District	Name of Taluka	Reference to publication of Notification U/S 3(I)		Name of Village	Survey No./ Block No.	Area		
		S.O. No.	Date of Gazette			Hectare	Are	Centare
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Kheda	Matar	1091	26.04.97	Palla	20 (29/2)	0	63	60
					21 (30/1)	0	32	55
					21 (30/2)	0	02	61
					21 (31/2)	0	05	80
					23 (32)	0	44	16
					24 (33)	0	32	82
					27 (34)	0	02	72
					151 (164)	0	01	18
					152 (165)	0	18	52
					152 (166)	0	20	40
					153 (167)	0	45	20
				Lawal	876/1	0	00	40

N.B.:- In above schedule, for Village Palla, Taluka Matar column 6 shows Land Survey Nos. as well as Land Block Nos. Survey Nos. are shown out of brackets, while Block Nos. are shown in brackets. e.g. column 6 shows 153(167) which indicates Land bearing Survey No. 153 as well as Block No. 167.

[File No. R-31015/24/97-OR.II]
K. C. Katoch, Under Secy.

संस्कृति विभाग

भारतीय पुरातत्व सर्वेक्षण

नई दिल्ली, 13 जुलाई, 1998

(पुरातत्व)

का. आ. 1458.—केन्द्रीय सरकार ने, भारत सरकार के संस्कृति विभाग (भारतीय पुरातत्व सर्वेक्षण) की अधिसूचना सं. का. आ. 2892 तारीख 29 अक्टूबर, 1997 द्वारा जो भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 15.11.1997 में प्रकाशित की गई थी, की नीचे दी गई अनुसूची में विनिर्दिष्ट संस्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की सूचना दी थी;

और उक्त अधिसूचना की प्रति प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम 1958 (1958 का 24) की धारा 4 की उपधारा (1) की अपेक्षानुसार उक्त संस्मारक के समीप सहज दृश्य स्थान पर लगा दी गई थीं।

और उक्त राजपत्र की प्रतियां 26-3-1998 को जनता को उपलब्ध करा दी गयी थीं;

और केन्द्रीय सरकार को जनता से इस घोषणा के बारे में कोई आक्षेप प्राप्त नहीं हुआ है।

अतः, अब केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन संस्मारक को राष्ट्रीय महत्व का होना घोषित करती है।

अनुसूची

राज्य	जिला	तहसील	अवस्थिति	पुरातत्व स्मारक/ स्थल का नाम	संरक्षणाधीन लिए जाने वाले राजस्व प्लॉट का संख्यांक	क्षेत्र हेक्टेयर में	स्वामित्व	सीमाएं
हरियाणा	करनाल	आसंध	आसंध (सालवान)	जरासंध का किला के रूप में ज्ञात कुषाण स्तूप	खसरा सं. 537 भाग	3560.65 वर्ग मीटर या 0.356 हेक्टेयर	आबादी देह (हरियाणा सरकार)	उत्तर खसरा सं. 537 भाग पूर्व-खसरा सं. 537 भाग दक्षिण-खसरा सं. 537 भाग पश्चिम-खसरा सं. 537 भाग

(स्थल का नक्शा नीचे पुनः दिया गया है)

[फा. सं. 2/23/92-स्मा.]

सत्यपाल, निदेशक (प्रशासन)

DEPARTMENT OF CULTURE**Archaeological Survey of India**

New Delhi, the 13th July, 1998

(Archaeology)

S. O. 1458. —Whereas by notification of the Government of India in the Department of Culture (Archaeological Survey of India) number S O. 2892, dated the 29 October, 1997 published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 15-11-1997, the Central Government gave two month's notice of its intention to declare the monument specified in the Schedule below to be of national importance;

And whereas copy of the said notification was affixed in a conspicuous place near the said monument as required by Sub-section (i) of Section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958);

And whereas copies of the said Gazette notification were made available to the public on the 26-03-1998;

And whereas no objection have been received to the making of such declaration from any person by the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (3) of Section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby declares the said ancient monument to be of national importance.

SCHEDULE

State	District	Tehsil	Locality	Name of ancient Monument/Site	Revenue plot numbers to by included under protection	Area in hectares	Ownership	Boundaries
Haryana	Karnal	Asandh	Asandh (Salwan)	Kushana known as Jarasandh ka Quila	Khasra number 537 part	3560.65 Sq.M or 0 356 hectare	Abadi Deh (Government) of Haryana)	North-Khasra number 537 Part East-Khasra number 537 Part South-Khasra number 537 Part West-Khasra number 537 Part

(SITE PLAN REPRODUCED BELOW)

[F. No. 2/23/92-M.]

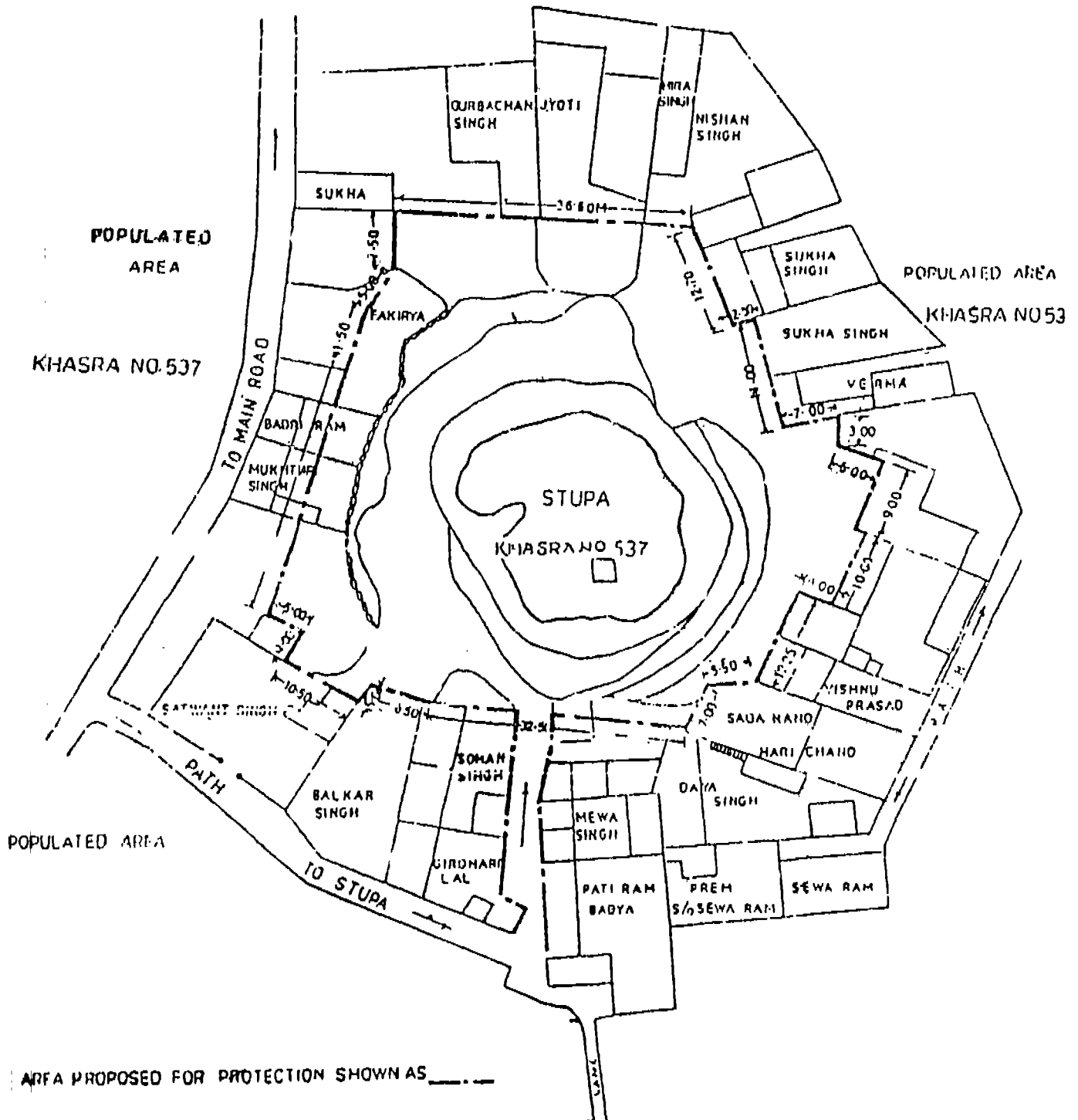
SATYA PAL, Director (Admn.)

SITE PLAN OF KUSHANA STUPA, ASANDH (SALWAN) DISTT KARNAL (HARYANA)

5 0 5 15 25 MTS



KHASRA NO. 537



श्रम मंत्रालय

नई दिल्ली, 1 जुलाई, 1998

का. अ. 1459:—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सुन्दरगढ़ माईनिंग लेबर कन्ट्रक्टर को-ऑपरेटिव सोसाइटी लि., के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, राऊरकेला के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-7-98 को प्राप्त हुआ था।

[सं. एल.—29011/28/78—डी.—III(बी)]

बी. एम. डेविड, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 1st July, 1998

S.O. 1459.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Rourkela as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sundergarh Mining Labour Contractor Co-operative Society Ltd., and their workman, which was received by the Central Government on the 9-7-1998.

[No. L-29011/28/78-D. III (B)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE COURT OF THE PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL ROURKELA.

Industrial Dispute Case No. 1/97(C)

Dated, the 6th April, 1998.

PRESENT :

Shri R. N. Biswal, LL.M.,
(O.S.J.S. Sr. Branch),
Presiding Officer,
Industrial Tribunal,
Rourkela.

BETWEEN :

The Administrator,
Sundergarh Mining Labour,
Contractor Co-operative Society,
Ltd. of Purnapani Limestone rail,
Dolomite Quarry of SAIL,
P. O. Purnapani,
Distt : Sundergarh .. Ist Party.

AND

Their Workmen through
The Vice President,
North Orissa Workers Union,
P. O. : Rourkela-12,
Dist. : Sundergarh. .. IInd Party.

1882 GI/98--7

APPEARANCE :

For the Ist Party : Shri M. R. Nayak Secretary.
For the IInd Party : Shri B. S. Pati General Secretary.

AWARD

The Government of India in Ministry of Labour, Labour Department in exercise of that power conferred under section 7-A, and clause (D) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute vide reference dated 15-05-1980, for adjudication.

“Whether the suspension/refusal of employment to 189 workers as mentioned below of Sundergarh Mining Labour Contract Co-operative Society Limited without paying any subsistence allowance with effect from 8-1-1972 is justified ? If not, what relief they are entitled to ?”

2. As per the case of the 2nd party workman, represented by Shri B. S. Pati, Vice President, North Orissa Workers Union, the administrator of the 1st party society placed them under suspension w.e.f. 8-1-1972. Neither any charge was framed nor any departmental enquiry was conducted against them. They were not paid subsistence allowance also. Under such circumstances, they prayed for their reinstatement with full back wages.

3. As against this, the 1st party management contended that the society was formed and registered in the year 1967 with Shri D. Amath, the then M. P. as its President, Shri B. S. Pati, Vice President and Shri A. P. Das as Managing Director. Subsequently Shri D. Amath resigned from presidentship. Due to mis-management and financial irregularities committed by Shri B. S. Pati and A. P. Das on enquiry u/s. 65 of the Orissa Co-operative Societies Act was conducted. On the basis of the statutory audit report disputes u/s. 68 of the Orissa Co-operative Societies Act, were filed for recovery of Rs. 1,88,006.57 from Shri A. P. Das and Rs. 1,55,268.19 from Shri B. S. Pati which were allowed. So the board of management in which Shri B. S. Pati and A. P. Das were Vice-President and Managing Director respectively was superseded and Shri H. M. Padhi, the Sub-Assistant Registrar, Coop. Society was appointed as administrator to run the administration of the Society. Shri Padhi assumed the charge as administrator of the Society on 8-1-1972.

4. Shri A. P. Das and B. S. Pati then having command over the labourers instigated them not to join the work under the administration of Shri Padhi. Shri Padhi on assuming the charge of administration issued general notice intimating all the workers to join in work. In response to it about 600 workers joined in their work at Purnapani. Shri Padhi never refused work to any worker who wanted to join work.

5. The 1st party management also contended that no suspension order was issued to any workmen who joined work in response to the notice issued by the administrator. But notice of suspension order was

issued against 23 persons, out of whom only 13 workmen received the notice. These 23 workmen joined hands with A. P. Das and B. S. Pati and deliberately absented themselves from joining in their work. The list of workers furnished in the present case appears to be a fictitious. Since A. P. Das and B. S. Pati were frustrated in their design to take up management of the society they came out with this baseless and false claim of suspension of workers.

6. It is the further case of the 1st party management that the society is constituted by individuals who contribute their labour to the society. The persons against whom the order of suspension was passed were removed by the general body of the society in the meeting held on 15-6-1972 and as such they ceased to be members of the society. Since they were no more members of the society, they cannot claim work under it. Under all these grounds the 1st party management prayed to pass the award in its favour.

7. On the basis of the above pleadings of the parties the Learned Tribunal framed 5 issues. Evidence was led from both sides to prove their respective cases. After assessing the evidence on record the learned tribunal was pleased to order for reinstatement of ten 2nd party workmen in service vide his award dated 27-9-1982. The tribunal was further pleased to award back wages to Gajendra Singh from the date of his suspension till his reinstatement in the firm of Shri R. C. Sahu. But back wages was not paid to any of the rest 9 workmen who were ordered to be reinstated.

8. Being dis-satisfied with this award the 2nd party union filed a writ petition before the Hon'ble High Court vide O.J.C. No. 2432 of 1982. After hearing both parties, the Hon'ble court was pleased to remand the dispute to the tribunal to dispose of the matter afresh on the existing materials on record vide order dated 16-11-1989. Again after hearing both parties the learned tribunal vide his award dt. 19-1-1990 held that 19 workmen would be entitled to reinstatement. With regard to back wages the learned tribunal held that "all except R. C. Pillai, W.W.-2 and Gajendra Singh, W.W.-3 would be entitled to back wages at the rate of 50% of wages they had last drawn from the date of reference i.e. 15-5-1980 till they are reinstated. R. C. Pillai is not entitled to any back wages. But Gajendra Singh would be entitled to back wages at the rate of 50% of the wages he had last drawn for the period from 8-1-1972 till the end of December, 1972."

9. Being dis-satisfied with this award the 1st party management preferred a writ petition bearing No. O.J.C. No. 2411 of 92 before the Hon'ble High Court of Orissa. As appears from order dated 8-6-1995 of the Hon'ble Court in O.J.C. No. 2411/92 the main basis on which the petitioner assailed the award in question is that O. P. Nos. 3 and 4 were in fact serving elsewhere and having been gainfully employed during the relevant period were not entitled to any back wages for the period in question, the period being from 15-6-1980 till the date of their reinstatement in pursuance of the award the question. Some documents were filed before the Hon'ble Court by the petitioner (1st party management)

in support of its claim. Since these documents were not filed before the Industrial Tribunal the Hon'ble High Court remanded the reference to the tribunal with a direction to give chance to the petitioner (1st party management) to adduce those documents as addl. evidence and the 2nd party union O. P. to rebut the same and to determine the question of payment of back wages, so far as it relates to O. P. Nos. 3 and 4 for the period 15-5-1980 till the date of their reinstatement. It is how the tribunal is seized with this case now.

10. The 1st party management was given chance to adduce documentary addl. evidence before this Tribunal. Accordingly it proved 4 documents (Ext. W. to AA.) through M.W.-3. The 2nd party union was given chance to rebut the evidence adduced by the 1st party management. Accordingly it examined only one witness (W.W.-8). It transpires from Ext. W. that on 20-7-1990 Haldar gave a letter to the secretary of the 1st party stating that he was working under contractor M/s. R. C. Sahu, from May, 1980 to July, 1983 under contract M/s. A.T.C. from August, 1983 to September, 1985 and under contractor M/s. Ores India from October, 1985 to 2-9-1990 at PL and DQ, Purnapani. There is no rebuttal evidence to this. The order of reinstatement having been passed on 19-1-1990, it is established that Shri Haldar was in employment from 15-5-1980 till the order of his re-employment. As such he is not entitled to get any back wages.

11. Furthermore, on perusal of Ext. 'AA' a letter dated 21-3-1992 sent by the contractor M/s. Ores India to the Secretary of the 1st party it is found that Shri K. Thankappan was working under contractor M/s. Raina Chandra Sahu from 1-5-1980 to 25-7-1983 and 4-10-1985 to 13-10-1990 and under contractor M/s. ATC from August, 1983 to September, 1985. In his cross examination Shri Thankappan (W.W. No. 8) admitted the same. In his examination in chief W.W. No. 8 deposed that from 1980 till the date of his re-employment under the 1st party he worked under different contractors. Again he deposed that he did not work for some period under any contractor in between 1980 till his re-joining under the 1st party. The management failed to prove that this workman was employed from 26-7-1983 to 31-7-1983 and from 1-10-1985 to 3-10-1985 i.e. for 9 days. As such he is entitled to get wages for 9 days.

12. Therefore, it is held that while Shri Thankappan is entitled to get back wages for the period from 26-7-1983 to 31-7-1983 and from 1-10-1985 to 3-10-1985 from the 1st party, Shri Haldar is not entitled to get any such wages. Accordingly the award is passed. Parties to bear their own cost. Dictated and corrected by me.

R. N. BISWAL, Presiding Officer

नई दिल्ली, 9 जुलाई, 1998

का. आ. 1460:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण से, केन्द्रीय सरकार आयरन गण्ड मैग्नीज और स्टील और वेलफेर आरंभ के प्रबन्ध तंत्र के संबंध नियोजकों और

उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-98 को प्राप्त हुआ था।

[सं. एन-27012/44/85-डी-III(बी)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 9th July, 1998

S.O. 1460.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Iron & Manganese Ore Welfare Organisation and their workmen, which was received by the Central Government on 9-7-98.

[No. L-27012/44/85-D-III (B)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer

Reference No. CGIT-2/39 of 1986

Employers in relation to the Management of Welfare Commissioner, Iron & Manganese Ore Welfare Organisation, Panaji.

AND

Their Workmen

APPEARANCES :

For the Employer—Mr. P. G. Narulkar, Advocate.

For the Workmen—Mr. S. T. Mascarenhas, Advocate.

Mumbai, the 16th June, 1998

AWARD

The Government of India, Ministry of Labour by its order No. L-27012/44/85-D.III(B), dated 11th August, 1986, had referred to the following Industrial Dispute for adjudication.

"Whether the action of the management of Welfare Commissioner, Iron & Manganese Ore Welfare Organisation, Panaji in respect of Central Hospital Tisca in terminating the services of Shri Newton Mazarelo Laboratory Technician with effect from 15th October, 1980 is justified? If not, to what relief the workman is entitled?"

2. The workman Newton Mazarelo in his Statement of Claim (Exhibit-1) contended that he was offered a permanent post temporarily of laboratory technician by the Vice Chairman Iron Ore Mines Labour Welfare Funds Advisory Committee by his letter dated 12th March, 1974. He accepted the terms and the conditions and was posted. He joined the duties on 25th April, 1974.

3. The workman contended that he was appointed as a laboratory technician in a Central Hospital, Tisca, Ponda, Goa, under the office of the Vice Chairman Iron Ore Mines Welfare Fund Advisory Committee for Goa, Daman and Diu. His pay scale was Rs. 130-5-160-200-EB-8-280-10-350 plus usual allowances admissible to the Central Government employees from time to time. He put about seven years of

service and at the time of termination i.e. on 15th October, 1980 his salary was Rs. 768. It is averred that he was terminated illegally, arbitrarily and without following any process of law. He was not served with the chargesheet nor any departmental inquiry was conducted against him. It is pleaded that the management did not comply with the provisions of the retrenchment under the Industrial Disputes Act of 1947. Under such circumstances it is averred that the termination is illegal and void. He therefore prayed that he may be reinstated in service with back wages and continuity of service.

4. The management resisted the claim by the written statement (Exhibit-6). It is averred that the workman was offered a temporary post of laboratory technician by a memo dated 12th March, 1974. He accepted it as per the terms of the memorandum. It is averred that thereafter Newton was appointed temporarily to the post of laboratory technician in the office of the Vice Chairman Iron Ore Mines Labour Welfare Fund Advisory Committee and was posted in the Central Hospital Tisca, Darbandora.

5. The management pleaded that in view of the appointment his service conditions are governed by such rules relating to the terms and conditions of the service applicable to the Central Government servants.

6. During the total service rendered by Newton frequent complaints were received against him. There were irregularities in performance of the duties of the medical officer-in-charge and the Central Hospital, Tisca had complained the same. The management detailed about 14 complaints in paragraph-6 of the written statement.

7. The management averred that in most of the CR Dossiers of Newton for the above period has been graded fair and the CR contains such adverse remarks as "not efficient, quality of work-average, requires repeated instructions, just manage to work, not fit for promotion, not interested in accepting any responsibility, does not have stamina at work and lacks discipline and gets annoyed with pressure of work". It is submitted that the adverse remarks of 1977, 1978 and 1979 were communicated to Newton by letter dated 17th June, 1980.

8. The management averred that instances of dereliction of duty of Newton were also pointed out by medical officers-in-charge of the Hospital to the Welfare Commissioner in his letter dated 11th October, 1980. About four instances are narrated in paragraph-8 of the Written Statement.

9. It is averred that after satisfying himself about serious irregularities committed by Newton the Welfare Commissioner in his capacity as appointing authority terminated his service as he could not afford to take the risk of putting the lives of the patients in jeopardy. It is asserted that the action was taken in exercise of the powers conferred by sub-rule (1) of Rule 5 of the Central Service (Temporary Service) rules 1965 which were applicable to him as a temporary Government servant w.e.f. 15th October, 1980 without assigning reasons for the termination. It is therefore contended that the action which is taken by the management is perfectly legal and proper. It is averred that the Tribunal had not jurisdiction to decide the reference. It is therefore submitted that the reference may be answered accordingly.

10. The issues that fall for my consideration are at Exhibit-13 and my findings thereon are as follows:

Issues	Findings
1. Whether the termination of the services of the workman Shri Newton Mazarelo by the management amounted to his retrenchment from the service?	Yes.
2. If so, whether it was in contravention of the provisions of Section 25-F of the Industrial Disputes Act?	Yes.
3. Whether the said workman is entitled to the retrenchment compensation from the management?	No, in view of the findings of issue No. 5.

- 3A. Whether the present Central Government Industrial Tribunal has jurisdiction to entertain and try the present reference ? Yes.
4. Whether the action of the management of Welfare Commissioner, Iron & Manganese Ore Welfare Organisation, Panaji in respect of Central Hospital, Tiska in terminating the services of Shri Newton Mazarelo, Laboratory technician w.e.f. 15th October, 1980 is justified No.
5. If not, to what relief the workman is entitled ? As per order.
6. What award ? As per order.

REASONS

11. Newton Mazarelo (Exhibit-8), the workman examined himself and relied on the documents which he filed along with the affidavit. As against that the management examined Aziz Ahmed (Exhibit-15) Welfare Administrator and A. Siddeshi (Exhibit-19) Assistant Welfare Commissioner. They also relied upon the documents which they filed at Exhibits-7 & 14. It may be mentioned here that initially the management filed an affidavit by way of Examination-in-Chief of one Mr. Mohite the Cess Commissioner but later on they withdrew the same. In other words there is no evidence of Mr. Mohite.

12. From the oral and documentary evidence on record and from the pleadings following facts can be said to be not in dispute. Newton Mazarelo was appointed as a Laboratory technician. He was appointed on 25th April, 1974 and continued to serve as laboratory technician till his termination on 15-10-80. He was drawing total emoluments of Rs. 768/- per month in the revised pay scale when his services were terminated. He was not served with a chargesheet nor a domestic inquiry was held against him. According to the management his services were terminated under Rule-5(I) of the Central Civil Service (Temporary Rules) Rules 1965.

13. After the workman was terminated he filed a writ petition in the High Court of Bombay, Bench Panaji being Writ Petition No. 111 of 1992. When the matter came up for hearing the workman submitted an application for amendment contending that his case may be brought under the Industrial Disputes Act of 1947. Their Lordships allowed an application and thereafter the workman moved the concerned parties.

14. Here in this reference at Exhibit-12 an application was moved by the management contending that the tribunal had no jurisdiction as the employer is not an Industry contemplated under the Industrial Disputes Act of 1947. While making such a submission and in the written arguments (Exhibit-37) it is tried to submit that the definition of the Industry defined in Section 2(i) of the Industrial Disputes Act of 1947 stands substituted by the parliament by Act of 46 of 1982. The substituted definition is substantially passed on the interpretation given to the term by the Supreme Court in its Judgment. In Bangalore Water Works Supply and Sewerage Board Vs. A. Rajappa 1978 1 LLJ 349. But this amendment has not yet been brought into force. The amended definition speaks that hospital is not an Industry. But as that definition is not in force it has to be said that hospital is an industry and in the present case the employer an industry.

15. Now it is to be seen whether Newton is a workman. He was holding the post of a Laboratory Technician. It is nowhere pleaded nor proved that his job was supervisory or that of administrative. At the time of termination his salary was Rs. 768/-. Under such circumstances there is no reason for not holding him as a workman.

16. Aziz Ahmed and A Siddeshi tried to bring on the record that there were series of complaints against the workmen and they have produced necessary documents to substantiate there case alongwith Exhibits-7 & 14. It is admitted position that there was no departmental inquiry against the workman he had no opportunity to meet out those allegations. Siddeshi in categorical term admits the

position that when the worker was terminated he was not paid retrenchment compensation. It can be seen from the record that he was given one months notice but at the same time he was not paid the salary but later on was asked to collect it. Non payment of retrenchment compensation as contemplated under section 25F of the Industrial Disputes Act clearly goes to show that his termination is void.

17. The workman in his affidavit had taken different contentions in respect of interest of the management of appointing some lady and his harassment. All these matters have no merit to decide this case. As observed above as the workman is in continuous service from 1974 to 1980 and as his termination is without following the provisions of Section 25F of the Industrial Disputes Act of 1947 the action is to be declared void.

18. There is no evidence that the workman is gainfully employed after his termination till today. As the workman is to be reinstated in service alongwith back wages there is no question of granting any retrenchment compensation. For all these reasons I record my findings on the issues accordingly and pass the following order :—

ORDER

The action of the management of Welfare Commissioner Iron & Manganese Ore Welfare Organisation, Panaji in respect of Central Hospital, Tiska in terminating the service of Shri Newton Mazarelo Laboratory Technician w.e.f. 15th October, 1980 is not justified.

The management is directed to reinstate him in service in continuity alongwith full back wages from the date of the termination till reinstatement.

S. B. PANSE, Presiding Officer

नई दिल्ली, 14 जुलाई, 1998

का. आ. 1461.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. फरोओ अलास्सो कार्पोरेशन लि. के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, विशाखापटनम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-98 को प्राप्त हुआ था।

[स. एल.-29012/86/95-आई.आर. (विधि)]

बी. एम. डेविड, डैस्क अधिकारी

New Delhi, the 14th July, 1998

S.O. 1461.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Visakhapatnam as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Ferro Alloys Corporation Ltd. and their workman, which was received by the Central Government on the 14-7-1998.

[No. L-29012/86/95-IR (Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT VISAKHAPATNAM

PRESENT :

Sri K. Satyanand, B.Sc., LL.M., Chairman and Presiding Officer.

Thursday, the 21st day of May, 1998

I.T.I.D. No. 18/95 (C)

BETWEEN

नई दिल्ली, 2 जुलाई, 1998

T. Narannaidu,

Ex-Darwan (Watchman),
M/s. Facor,
C/o B. Appala Naidu, Budharayavalasa,
Garbhani, Vizianagaram Dist. A.P. ... Workman

AND

Senior Manager (Mining Division),
M/s. Ferro Alloys Corporation Limited,
P.O. Sreeramamagar,
Vizianagaram, Dist. A.P. ... Management

This dispute coming on for final hearing before me in the presence of Sri K. V. J. L. N. Sastry, advocate for workman and in the meanwhile both sides filed memo of compromise the court passed the following :

AWARD

1. This is an industrial dispute that came to this labour court for adjudication on a reference made by the Central Government formulating the schedule of reference as under :

"Whether the action of management of M/s. Ferro Alloys Corporation Limited, Sreeramamagar in terminating the Services of Sri T. Narannaidu, Ex-Darwan (Watchman) without following the procedure laid down in Industrial Dispute Act, 1947 is justified ? If not, to what relief the concerned workman is entitled to ?"

2. Both sides filed a joint memo embodying a compromise in the following terms :

- (1) "The management agreed to take back the workman into service as Darwan with continuity of service and to treat the said period only for reckoning gratuity and not for increments, promotion or other benefits if any."
- (2) "The management agreed to post the workman at Aguru mine of Srikakulam District and the workman has given his consent. His date of rejoining shall be reckoned for the future benefits and increments."
- (3) "It is categorically and specifically agreed by the management and the workman that a lumpsum amount of Rs. 10,000 (Rupees ten thousand only) will be paid by the management to the workman towards settlement of wages and other monetary benefits/claim etc. in the above I. D. Further the workman agreed not to raise or claim any amount for the said period in lieu of this settlement before any forum, court or authorities. In view of the above, the management has paid Rs. 10,000 in cash to the workman."

3. An award is therefore passed in terms of the above compromise. Reference is answered accordingly.

Dictated to steno transcribed by her given under my hand and seal of the court this the 21st day of May, 1998.

K. SATYANAND, Presiding Officer

APPENDIX OF EVIDENCE IN I.T.I.D. NO. 18/95 (C)

WITNESSES EXAMINED

For Workman :
None.

For Management :
None.

DOCUMENTS MARKED

For Workman :
NIL.

For Management :
NIL.

कां० 1462:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबन्धन के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायाधिकरण, कोजीकोड के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-7-98 को प्राप्त हुआ था ।

[सं० एल-12012/25/95-आई०आर०बी०II]

अजय कुमार, अनुभाग अधिकारी

New Delhi, the 2nd July, 1998

S.O. 1462.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Kozhikode as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman. which was received by the Central Government on 1-7-98.

[No. L-12012/25/95-IR (B-II)]

AJAY KUMAR, Section Officer

ANNEXURE

IN THE LABOUR COURT, KOZHIKODE, KERALA STATE

Dated this the 30th day of April, 1998

PRESENT :

Shri P. Q. Barkath Ali B.Sc., LL.B., Presiding Officer

I.D. (C) No. 3/95

BETWEEN :

The Deputy General Manager,
Canara Bank,
C. O., Trivandrum Circle Office,
Trivandrum.

... Management.

AND

Sri K. V. Francis,
22/18, Pothathepadi,
Tirur-1,
Malappuram Dist.

... Workman.

REPRESENTATIONS :

Sri P. M. Padmanabhan, Advocate, Calicut—for Management.

Sri P. Vinayachandran Nair, Advocate, Calicut—for Workman.

AWARD

This is an industrial dispute between M/s. Canara Bank, Trivandrum and its workman Sri K. V. Francis regarding the validity of the dismissal of the workman by the management and also the justifiability of the action of the management in denying subsistence allowance to him at the rate of full pay and allowance, which is referred for adjudication to this court by Order No. L-12012/25/95-IR(B-II) dated May 30, 1995 of Ministry of Labour, Government of India.

2. The worker in his claim statement contended thus.—The workman was employed as a Special Assistant in the Sultan Battery Branch of management bank. He was the Supervisor of the Savings Bank. Section during August, 1987. Alleging that the workman fraudulently withdrew Rs. 30,000 from the account of one Sri K. C. Balan. Charges were levelled against him and charge memo were issued on

August 1, 1989. He was suspended from service on December 11, 1987. Domestic enquiry was conducted into the charges levelled against him by Mr. A. Rajan, an Officer of the bank. The Enquiry Officer found the workman guilty of the charges levelled against him. Accepting the report of the Enquiry Officer, Deputy General Manager of the management bank dismissed him from service by proceeding dated March 18, 1992. The appeal filed by the workman before the General Manager was also dismissed. The domestic enquiry conducted is not valid and proper. The Enquiry Officer has violated the principles of natural justice. Further, there was no evidence to prove the charges levelled against the workman. The Account holder was not examined as a witness before the Enquiry Officer. The evidence of the Enquiry Officer are perverse and not based on legally acceptable evidence. In any event the punishment awarded is disproportionate to the gravity of the misconduct proved and is vindictive in nature. Out of the provident fund contribution Rs. 30,000 was withheld by the management. The workman was not paid the full subsistence allowance due to him. Therefore, an award may be passed setting aside the order of dismissal of the workman and directing the management to reinstate him in service with continuity of service, backwages and other attendant benefits.

3. The management in its statement contended thus.—It is true that the workman was working as a Special Assistant in the Sultan Battery Branch of management bank and was the Supervisor of the Savings Bank Section during the relevant period. One Sri K. C. Balan has a Savings Bank Account bearing No. 14081. On August 17, 1987, the workman authorised issuance of a cheque book bearing Nos. 771491 to 771500 on the strength of a cheque book requisition letter dated August 16, 1987 purportedly written by the said account holder Sri K. C. Balan. On August 18, 1987 the workman authorised the payment of the first leaf of the cheque book for Rs. 15000/- in the said Savings Bank Account. Again on October 3, 1987 he authorised the payment of second leaf of the above cheque book for Rs. 15,000/-. Sri K. C. Balan the Account holder complained that he has not made any request for a cheque book, that he was not issued with the said cheque book and that he had not issued the above cheques and not received the amount. On a preliminary investigation conducted by Mr. L. Simon Dod Singh it was found that the workman has fraudulently withdrew Rs. 30000/- from the account of Sri K. C. Balan. Therefore, charges were framed against him and the management appointed Sri A. Rajan, an Officer of the bank to conduct a domestic enquiry into the charges levelled against the workman. The Enquiry Officer conducted the enquiry properly and has complied with the principles of natural justice. Sufficient opportunity was given to the workman to cross-examine the witnesses of the management and to adduce evidence on his behalf. The workman participated fully in the enquiry proceedings. The Enquiry Officer has properly considered the evidence adduced by both sides and came to the conclusion that the charges levelled against the workman are proved. The findings of the Enquiry Officer are based on legally acceptable evidence and are not perverse. The evidence adduced by the management clearly proves the charges levelled against the workman. Accepting the report of the Enquiry Officer the workman was dismissed from service by proceedings dated March 18, 1992. The appeal filed by the workman before the General Manager was also rejected. The workman was suspended pending enquiry and was paid subsistence allowance due to him. The delay in issuing the charge memo was due to the delay in obtaining the report of the Police. The punishment of dismissal is proportionate to the gravity of the misconduct proved. If such persons are allowed to continue in service the customers will lose confidence in bank which will adversely affect the reputation and reliability of the bank. Therefore an award may be passed rejecting the claim of the workman.

4 The following points arise for consideration :—

- (1) Whether the domestic enquiry conducted against the workman is proper and valid ?
- (2) If so, whether the findings of the Enquiry Officer are perverse ?
- (3) Whether the punishment of dismissal of the workman is disproportionate to the gravity of the misconduct proved ?
- (4) What are the reliefs to which the workman is entitled to ?

5. The file relating to domestic enquiry was marked as Ext. M1 on the side of the management at the time of considering the preliminary point. No further evidence was adduced either by the management or by the workman.

6. Point No. 1.—As the workman disputed the validity of the domestic enquiry conducted against him a preliminary point was raised on that aspect and by order dated December 4, 1997 I have found that the domestic enquiry conducted against the workman is valid and proper.

7. Point No. 2.—The real question for consideration is whether the findings of the Enquiry Officer are perverse. In other words, the point is whether the findings of the Enquiry Officer are based on legal evidence. The following are the charges levelled against the workman.—On August 17, 1987 while working as a Supervisor of the Savings Bank Account Section of Sultan Battery Branch of the management bank the workman authorised the issuance of cheque book on the strength of a cheque book requisition letter dated August 16, 1987 purportedly written by the account holder Sri K. C. Balan who has been maintaining a Savings Bank Account bearing No. 14081. On August 18, 1987 the workman authorised the payment of first leaf of the cheque book for Rs. 15000/- and on October 3, 1987 he authorised the payment of second leaf of the cheque book for Rs. 15000/- in the said Savings Bank Account. On a complaint by the account holder, on verification, it is found that the cheque book requisition letter was written by the workman and that the above mentioned cheques were written by the workman who encashed the same, thus fraudulently withdrawing Rs. 30000/- from the Savings Bank Account of the account holder. By the above acts the workman has committed a gross misconduct within the meaning of Chapter II, Regulation 3, Clause (m) and (j) of Canara Bank Service Code.

8. MW1 to MW8 were examined and Exts. ME(1) to ME(33) were produced by the management before the Enquiry Officer. No evidence was adduced by the workman before the Enquiry Officer. MW1 was Mr. C. R. Santhosh, T.C.F.C. of the Mattancherry Branch of the management bank. MW2 was Mr. James Joseph, a clerk of the Sasthamangalam Branch of the management bank. MW3 was Sri M. S. C. Nair, Senior Manager of Cherooty Road Branch. MW4 was Mr. T. J. Mathai, Clerk of Kakkodapoyil Branch of the Bank. MW5 was Sri M. K. Varghese, a clerk of Sultan Battery Branch of the management bank. MW6 was Sri E. P. Georgekutty, peon of Sultan Battery Branch of the management bank. MW7 was Sri Manonmony Rajan, a hand-writing expert. MW8 was Sri Simon Dod Singh, the officer of the bank who conducted the preliminary investigation. The evidence of MWs 1 to 8 and Exts. ME(1) to ME(33) proved beyond doubt that the worker fraudulently withdrew Rs. 30,000 from the account of Sri K. C. Balan by issuing 2 cheques Ext. ME(4) and ME(5) respectively.

9. The main contention of the worker is that Sri K. C. Balan from whose account the worker withdrew the amount was not examined as a witness before the Enquiry Officer by the management and that therefore there is the possibility of Sri K. C. Balan actually withdrawing the amount. There is no merit in the above contention. MW7, the hand-writing expert has testified before the Enquiry Officer and has also opined in his report Ext. ME(33) before the Enquiry Officer that the hand-writing in ME(3) the cheque book requisition letter and the cheque leaves ME(4) and ME(5) resembles the specimen handwriting of the workman. He has also found the specimen signature of the account holder in the specimen signature card (ME(7)) differ from the alleged signatures of the account holder in

the disputed cheques and cheque book requisition letter, I have gone through the evidence of MW1 to MW8 before the Enquiry Officer. Their evidence coupled with the documents produced by the management prove that the workman has fraudulently withdrawn Rs. 30,000 from the account of Sri K. C. Balan. The Enquiry Officer has correctly and properly analysed the evidence of both sides and came to the right conclusion that the charges levelled against the worker are proved. It follows that the findings of the Enquiry Officer are not perverse and are warranted by the evidence on record.

10. Points 3 and 4.—Next point is whether the punishment of dismissal of the workman is disproportionate to the gravity of the proved misconducts and also whether it amounts to victimisation. The worker has committed serious misconduct of fraudulently withdrawing the amount of a customer of the bank. In such circumstances punishment of dismissal cannot be considered as disproportionate to the gravity of the proved misconducts as held in *D. Padmanabhadu v. Bank of India* and another (1995 1 LLJ 1076). Therefore I hold the impugned punishment is just and proper in the facts and circumstances of the case. There is also no proof to show that the punishment amounts to victimisation. That being so, the management is perfectly justified in imposing the punishment of dismissal on the workman.

11. The workman contended that he was suspended from service by order dated December 11, 1987, that charge-sheet was issued on August 1, 1989 that he was dismissed from service by order dated March 18, 1992, that under the provisions of Bipartite Settlement dated 8-9-1983 he is entitled to subsistence allowance for the first 3 months at the rate of 1/3 of the pay and allowance, thereafter half of the pay and allowance and after one year full pay and allowances if the enquiry is not delayed from reasons attributable to the workman. According to the workman he is entitled to subsistence allowance at the rate of full pay and allowance one year after suspension, but the management paid subsistence allowance at the rate of half of the pay and allowance. The management contended that there was a police case pending against the workman in which there was some delay in submitting the report and that therefore the workman is entitled to subsistence allowance only at the rate of 1/3 of the pay and allowance. There is no force in the above contention. No evidence is adduced by the management to show that there was any police case pending against the workman or to show that there was any delay in getting the report of police. That being so, the workman is entitled to subsistence allowance at the rate of full pay and allowance one year after the date of suspension i.e. from December 11, 1988 till the date of order of dismissal i.e. March 18, 1992. It is admitted that the management paid subsistence allowance at the rate of half of pay and allowance for the period 3 months after the date of suspension. Therefore, the workman is entitled to get the balance amount. The management shall pay the amount within one month from the date of publication of this award in the official gazette failing which he is entitled to interest at the rate of 12 per cent per annum from this date till realisation.

12. In the result, an award is passed holding that the dismissal of the workman from service by the management is justified. He is entitled to subsistence allowance at the rate of full pay and allowance from December 11, 1988 till March 18, 1992 as found above. The management shall pay the balance amount of subsistence allowance as found above within one month from the date of publication of this award in the official gazette failing which the workman is entitled to interest at the rate of 12 per cent per annum from this date till realisation.

Dictated to the Confidential Assistant, transcribed by him, revised, corrected and passed by me on the 30th day of April, 1998.

P. Q. BARKATHALL, Presiding Officer

APPENDIX

Witnesses examined on either side :—

NIL

Documents marked on the side of the Management :—

Ext. M1.—Enquiry File.

Documents marked on the side of the Workman :—

NIL

नई दिल्ली, 2 जुलाई, 1998

कां.आ. 1463 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबन्धतंत्र के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-7-98 को प्राप्त हुआ था।

[सं. एन-12012/86/96-आई.आर.-बी-II]

अजय कुमार, अनुभाग अधिकारी

New Delhi, the 2nd July, 1998

S.O. 1463.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 1-7-98.

[No. L-12012/86/96-IR (B-II)]

AJAY KUMAR, Section Officer.

ANNEXURE

Before Sri B K Srivastava Presiding Officer, Central Government Industrial Tribunal cum Labour Court, Pandu Nagar, Kanpur.

INDUSTRIAL DISPUTE NO. 83 OF 1997.

In the matter of dispute between :

Regional President Central Bank Employees Association, 958, Kalyani Devi, Allahabad.

AND

Regional Manager, Central Bank of India, Lanka, Varanasi.

APPEARANCE :

V. K. Gupta for the Management and None for the union.

AWARD

1. Central Government Ministry of Labour vide its Notification No. L-12012/86/96-IR(B-II), dated 15-5-97, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Central Bank of India R.O. Varanasi in awarding punishment of withdrawal of his special allowance to Sri Raja Ram their employee at present at Chowk Branch Varanasi vide their order is justified? If

not to what relief the workman is entitled ?

2. Although this case was reserved for finding on preliminary issue regarding fairness and propriety of domestic enquiry, final award is being given as domestic enquiry is being found fair and proper and punishment is less than dismissal or removal from service.

3. The concerned workman Raja Ram is sweeper. He was posted Nagar Mahapalika Branch Varanasi of the opposite party Central Bank of India. A Charge-sheet dated 27-1-1994 was issued to him which runs as under :—

1. Sri Raja Ram told Sri V B Singh, clerk, on 4-8-93 in the Bank premises that Sharmaji and Upadhyayaji had taken bank's stationery to their residence. Before the above noted utterances, the CSE had insulted sharmaji by saying 'Fauji Bhagorey'. These acts are gross misconduct as per para 19.5(c) of Bipartite Settlement.

2. On 22-10-93, the CSE had told Sri L C Jain sub Accountant, that Sri Jain and Manager were getting commission in stationery, therefore, he had stated in the banking hall during working hours, Sale Kam Dham Kuchh Nahi Karate, Mufat ki Tankha lete hai. Further he termed as Ladabak and used abusive language.

Thus he is charged under para 19.5(c) of the Bipartite Settlement.

3. On 25-10-93, the branch manager asked him to receive a memo No. SHA PRA KARMIK 93 : 31 : 36 dated 25-10-93 but he did not accept the same intentionally. Thus he is charged under para 19.5(E) of the Bipartite Settlement.

One P K Keshwani an officer of the Zonal Office was appointed enquiry officer. After completing enquiry he submitted his report dated 24-10-94, and agreeing with this report the disciplinary authority by order dated 24-10-94 has awarded punishment by way of stoppage of special allowance. Feeling aggrieved the concerned workman has raised the instant industrial dispute. In the claim statement it was denied that the concerned workman had committed any misconduct. He has further alleged that enquiry was not fairly and properly held.

4. In reply the management had maintained that enquiry was fairly and properly held and the concerned workman had actually committed the misconduct. On pleadings of the parties following preliminary issue was framed—

Whether the domestic enquiry conducted by the management was fair and proper ?

5. I have gone through the enquiry report as well as proceeding of enquiry. No one has turned up to point out any defect in the proceedings and the report. Any how after going through the report I

find that during the enquiry proceeding the concerned workman had admitted his guilt. The admission is the best piece of admission. If the enquiry officer had acted upon it he had not committed any error. It is not the case of the concerned workman that this admission was obtained by the misrepresentation fraud or under duress. Thus as the enquiry report is based on the admission of the concerned workman. It is held that enquiry was fairly and properly held and the finding of the enquiry is also correct.

6. This tribunal in exercise of powers under sec. 11-A of I.D. Act cannot interfere with the punishment which is less than dismissal/removal or discharge from service. As in the instant case this punishment is less than this punishment, this tribunal cannot go into the proportionality of the punishment awarded to the concerned workman.

7. In view of the above discussion my award is that punishment awarded to the concerned workman is justified and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 जुलाई, 1998

कां०आ० 1464:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-7-98 को प्राप्त हुआ था।

[नं० एल-12012/257/97-आई०आर०-बी-II]

अजय कुमार, अनुभाग अधिकारी

New Delhi, the 2nd July, 1998

S.O. 1464.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 1-7-98.

[No. L-12012/257/97-IR (B-II)]

AJAY KUMAR, Section Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEOKI PALACE ROAD PANDU NAGAR, KANPUR

Industrial Dispute No. 10 of 1998

In the matter of dispute :

BETWEEN

U. P. Bank of Baroda Employees Union (WZ)
The General Secretary,

U.P. Bank of Baroda Employees Union (WZ).
Central Office Bank of Baroda,
valley B Meerut

AND

Bank of Baroda.
The Regional Manager, BOB,
Hotel Saurabh Building,
Nainital Road,
Haldwani

AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-12012/257/97 IR (B-II), dated 13/31-1-1998 has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Bank of Baroda Haldwani in terminating their services of Shri Ram Chander w.e.f. 21-8-96 and not giving him the preference during employment of Peon on existing post is legal and justified? If not to what relief the said workman is entitled and from what date?"

2. It is unnecessary to give the details of the case as after sufficient service the concerned union has not filed the claim statement. Hence the reference is answered against the workman for want of prosecution and proof and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 जुलाई, 1998

का० प्र० 1465:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-7-98 को प्राप्त हुआ था।

[सं० एल-17012/24/83-आई०आर०-बी-III]

अजय कुमार, अनुभाग अधिकारी

New Delhi, the 2nd July, 1998

S.O. 1465.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14th of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 1-7-1998.

[No L-17012/24/83-IR (B-II)]

AJAY KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 5 of 1989

1882 G1/98—8

PARTIES :

Management of L.I.C., Assansol

AND

Shri Mihir Kumar Hazra Choudhury.

PRESENT :

Mr Justice A. K. Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of Management—Mr. Arijit Chowdhury, Counsel with Mr. S. Sengupta, Advocate and Miss S. Dutta Chowdhury, Advocate.

On behalf of Workman—Mr. Madhusudhan Dutta, Advocate.

STATE : West Bengal

INDUSTRY : Life Ins.

AWARD

By Order No. L-17012/24/83-D.IV-A/D.I (B) dated 31-1-1989 the Central Government in exercise of its powers under Section 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of LIC in dismissing Shri Mihir Kumar Hazra Chowdhury, Assistant in LIC branch Burdwan under Assansol Division from service w.e.f. 7-12-81 was legal and justified. If not, to what relief the workman is entitled for?"

2. The instant reference has arisen at the instance of one Mihir Kumar Hazra Chowdhury, a dismissed employee of the Life Insurance Corporation, Assansol (in short Corporation)

3. The workman's case, in short, is that he was appointed as an Assistant in 1960 by the Corporation and was posted in the Burdwan Office of the Corporation under Assansol Division. He was suddenly placed under suspension on 1-9-1977 as he was found to have misappropriated Corporation's fund as that appeared from invoices of the months of June, 1977 to July, 1977. On 7th November, 1977 Corporation issued a chargesheet to Shri Hazra Chowdhury and the allegations made therein were duly replied by him through his reply dated 8-11-1977. An enquiry was thereafter held against him and the Enquiry Officer having found him guilty of the charges, he was dismissed from service by letter dated 28-9-1978. He preferred an appeal against the said order and it was dismissed by the Zonal Manager by his order dated 22-3-1979. The concerned workman thereafter approached the Hon'ble Calcutta High Court under Article 226 of the Constitution of India and the matter was remanded back to the Enquiry Officer for holding the enquiry afresh.

After such remand order, the previous Enquiry Officer S. K. Mukherjee issued notice of enquiry but he imposed conditions upon the concerned workman in respect of the nature of the evidence to be adduced by his witnesses. Shri Hazra Chowdhury made representation by his letter dated 23-8-1981 to the Divisional Manager, Assansol in respect of the aforesaid order of the Enquiry Officer and for allowing him to be represented by a lawyer on the ground that the charges were very complicated in nature. The Enquiry Officer, however, without intimating the decision of that letter informed Shri Hazra Chowdhury fixing the date of enquiry on 25-5-1981 by his letter dated 12-5-1981. On receipt of such letter, he again intimated his grievances to him. He also took some other points in his letter. But the Corporation by its letter dated 4-6-1981 informed Shri Hazra Chowdhury that he will be allowed to be represented by a lawyer on the ground that it was not the established practice. The Assansol Divisional Office in the meantime circulated letter dated 19-12-1977 to all branch offices under Assansol Division expressing their pre-determined opinion against Shri Hazra Chowdhury and finding him guilty. In the meantime on a chance meeting of the concerned workman with the Enquiry Officer S. K. Mukherjee,

the later informed him that he had no other alternative but to find him guilty of the charges levelled against him. The concerned workman accordingly requested the Corporation to change the Enquiry Officer but the Divisional Manager stated that had no other alternative but to comply with the order of the High Court which has remanded back the case to the Enquiry Officer. The concerned workman accordingly had to take steps for defending himself in the enquiry proceeding. The concerned workman applied for inspection of certain documents and also for supply of copies of some relevant letters. The Corporation produced only some of those documents for inspection by the concerned workman but it refused to supply copies of the letters asked for. The concerned workman thereafter prayed for addresses of those Policy holders in respect of whose name the fraud was alleged to have been committed, but the Corporation refused to supply the addresses even though it was in possession of those addresses. The Enquiry Officer thereafter examined the Presetting Officer though he was not cited as a witness. Thus no legal evidence was adduced in the departmental enquiry. The Enquiry Officer found the workman guilty of all the charges levelled against him even though there was absolutely no material for proving his guilt. The workman accordingly alleged that the enquiry proceeding was improper, irregular and against the principles of natural justice and based on no legal evidence and the report of the Enquiry Officer was misconceived and perverse. The concerned workman having thus been found guilty by the Enquiry Officer in his report and such report in respect of his finding having been accepted by the disciplinary authority, a show cause notice was issued upon the concerned workman directing him to show cause why the penalty of dismissal from service shall not be imposed upon him. Shri Hazra Choudhury replied to the show cause notice on 6-11-1981 and 12-11-1981, but the Corporation without considering the points raised by the concerned workman in his replies, issued order of dismissal from service by its letter dated 7-12-1981. The concerned workman has alleged that his dismissal by way of punishment is unjustified and was imposed in a vindictive manner. The concerned workman preferred an appeal to the appellate authority by his letters dated 28-12-1981, 5-3-1982 and 6-4-1982, but the appellate authority also rejected his appeal thereby violating provisions of Regulation 46 of the Staff Regulations, 1960.

The matter was thereafter referred to the Regional Labour Commissioner (Central), Asansol but it could not be settled amicably. The concerned workman, thereafter was informed by the Ministry of Labour by letter dated 3rd May/11th June, 1984 that the Central Government has decided not to refer the matter to the Industrial Tribunal for adjudication. The concerned workman moved the Hon'ble High Court at Calcutta against the said order. Said petition having been rejected by the Single Judge of the Hon'ble High Court, he preferred an appeal against the said order and the Division Bench set aside the order passed by the Learned Single Judge and directed the Union of India to make a reference of the dispute to the Tribunal. The matter was thereafter sent to this Tribunal for adjudication by way of a reference. The concerned workman has prayed for reinstatement with full back wages.

4. The Corporation in its written statement has alleged that the concerned workman was placed under suspension with effect from 1-9-1977 and subsequently a chargesheet was issued against him on 7-11-1977 containing serious charges, namely, that he issued Corporation's Adrema receipts/special premium receipts in respect of the premium against certain policies, details of which are mentioned in the chargesheet, in spite of the fact that the premium of the policies had not been actually received by the Corporation by tampering with and by way of manipulation of the branch officer records; namely, premium ledger, adrema invoice, outstanding deposit schedule. The concerned workman in his explanation dated 28-11-1977 it is alleged not only admitted the factual contentions of the chargesheet but also implored the management for excusing him by taking a lenient view into the matter. After the Enquiry Officer found the workman guilty of the charges levelled against him and the High Court having remanded the matter back for a fresh enquiry on a writ application filed by the concerned workman a second enquiry was held. But in spite of compliance of all formalities by the Enquiry Officer, Shri Hazra Choudhury did not fully cooperate with

the Corporation and in order to forest all and delay the enquiry proceeding, failed and neglected to appear personally. He, however, was given all reasonable opportunity to produce his witness, but he did not supply the names of the witnesses on the plea that it might prejudice his case. The Corporation has alleged that such tactics was adopted by the concerned workman only to delay the proceeding. According to the Corporation, the enquiry report was based on evidence and documents. The Enquiry Officer after conclusion of his enquiry, found Shri Hazra Choudhury to be guilty of all the charges levelled against him. The Corporation has further alleged that the concerned workman having been found guilty of committing serious offences that the punishment of dismissal was properly imposed on him. The Corporation also prayed for giving opportunity to prove its case independently before the Tribunal, in case the enquiry proceeding is found to be invalid. The Corporation accordingly prayed for dismissal of the case of the workman.

5. Heard Mr. Dutta, learned Advocate appearing for the workman and Mr. Choudhury, learned Advocate appearing for the management.

6. The facts, as alleged by the concerned workman in his written statement about how the reference was made and sent to this Tribunal for adjudication being all admitted, no further consideration in respect of those facts is necessary.

7. It is however necessary to take note of certain particular facts for proper understanding of the case. Admittedly, the concerned workman was working under the Corporation as an Assistant and was suspended from service with effect from 1-9-1977 which was followed by a chargesheet dated 7-11-1977 and he was dismissed from service by a letter of the Corporation dated 28-9-1978. The said enquiry proceeding in respect of this matter was found to be invalid by the Hon'ble High Court at Calcutta and in the second enquiry proceeding which was directed to be held afresh by the aforesaid order of the Hon'ble High Court, the workman was found guilty of the charges and he was again dismissed from service with effect from 7-12-1981. This reference case followed the dismissal of the concerned workman as a result of the report of the second enquiry proceeding.

8. The legality and the validity of the enquiry proceeding came up for consideration before this Tribunal and this Tribunal by its order dated 11-12-93 has held that "I accordingly hold that the enquiry was inviolation of the principle of natural justice, a defective one and cannot be deemed to be proper in the eye of law. I accordingly set aside the finding of the guilty returned by the Enquiry Officer in the disciplinary proceeding as well as any order passed by the disciplinary authority on the basis of such finding." It was further held in the said order that "In view of the fact that I hold the enquiry to be defective and in view of the prayer of the management for opportunity to lead further evidence for justifying the legality of the order, I allow the management to lead evidence in justification of the bona-fides of their action."

9. After the above order was passed, two witnesses were examined on behalf of the management and the workman examined himself. Number of documents were produced by the management in support of its case.

10. Since the Corporation is to prove independently the charges levelled against the concerned workman, it is necessary to examine the evidence produced by the management in support of its case. Of the two witnesses examined by the management, after the management was called upon to prove its case on merit, MW-2 is Nema Chandra Gorai who was working in the Corporation since 1967 as an Assistant. He stated that he produced connected premium ledgers, adrema invoice and outstanding deposit schedule which were marked Ext. M-2, M-3 and M-4 respectively and collectively. He, however, stated in his evidence that he does not know whether the signature of the delinquent workman was appearing in any of the documents. He also expressed his inability to identify the signature of the concerned workman in any of these documents. He also frankly conceded that he has no personal knowledge in the matter of the alleged delinquency of Shri Hazra Choudhury and that he is not acquainted with his hand writing. He also admitted that he does not know whether at any point of time, the delinquent workman either worked in the Cash Dept. or in the Policy

Holders' Servicing Dept. which deals with the premiums and payment of policy amount on maturity or on lapses. He further stated positively in his evidence that he has seen all the records and there is nothing in these records to show that Mr. Hazra Choudhury had ever received any amount from the policy holders. On reading the evidence of this witness, as stated by him before this Tribunal, it will be clear that he has not only not implicated the concerned workman for commission of any offence in respect of the alleged occurrence but also exonerated him of commission of any offence as alleged by the Corporation against him.

11. The other witness is MW-3. Shri Chitta Ranjan Mukherjee who has already retired from the service of the Corporation. He affirmed an affidavit. He admitted that he affirmed the affidavit as an ex-employee of the Corporation and he cannot say whether the management of the Corporation is bound by the averments made in the same. In his affidavit he merely stated that the concerned workman was working in the Burdwan Branch of the Corporation as an Assistant in 1977 under him wherein he was posted as an Assistant Manager (Administration). He further stated that he had to scrutinise and examine adjustments made by the concerned workman in the relevant books and registers. It will also appear from his affidavit that he was entrusted with the job of deposit adjustment/clearance and other allied works relating to deposits and on scrutinising the adjustments he found some irregularities, details of which was stated in his affidavit.

12. The concerned workman has examined himself and he has denied all the charges levelled against him. He stated that he had never worked in the premium ledger or handed adreme invoice or outstanding deposit schedule. He also denied that he ever issued any receipt. Thus, in the instant case, the initial onus of the management to prove its case against the workman had never shifted by any alleged admission on his part. He having, on the other hand, denied all the allegations regarding the nature of his duties as alleged by the Corporation for handling of the alleged documents or performing any work in respect of the same.

13. Mr. Chowdhury, learned counsel appearing for the management wanted to lay stress on the affidavit of MW-3 and submitted that it proves the case against the workman. Apart from the fact that nowhere in his affidavit he has stated positively that the concerned workman made any false entry in any of these documents in his own hand writing by identifying the same, he has never stated that he was the only Assistant who was entrusted to do the duty. It may be remembered in this connection that the workman in his affidavit has totally denied that MW-3 was Assistant Branch Manager (Administration) at the relevant time. No paper was produced by the Corporation to show that he was the Assistant Branch Manager at that time. I have already stated that MW-3 having retired from service, the management shall not be bound by the statement made by him. The workman in his affidavit has also denied that he was ever entrusted with the job of deposit adjustment/clearance and other allied works relating to deposits. The management could have produced the documents in support of its contention that at the relevant time MW-3 was the Assistant Branch Manager (Administration) and that the concerned workman was entrusted with the duties as alleged by MW-3. Non-production of those relevant documents by the Corporation raises serious doubt about the alleged commissions or omissions of the concerned workman in the documents of the Corporation. I have already stated that it was not specifically pointed out with reference to any document whatsoever that the alleged commission or omission in respect of the offence alleged against the workman was done by the concerned workman in his own hand-writing and signature. As a matter of fact, the hand-writing of the concerned workman in any of these documents produced by the management in this case having not been proved, mere allegation by MW-3 in his affidavit that he found certain irregularities in some documents, but the entrustment of those documents upon the concerned workman also having not been proved by any cogent evidence, the Tribunal is not in a position to place any importance upon this witness in respect of proving of the allegations against the concerned workman in the chargesheet.

14. Mr. Chowdhury, learned Counsel for the Corporation, also submitted with reference to Ext. W-3 which is the explanation of the workman in respect of the chargesheet issued against him that the workman has virtually admitted his guilt and he only prayed for mercy in the said explanation. This matter was also considered by this Tribunal while considering the legality and validity of the enquiry proceeding wherein it was held that "By requesting the management to treat him lightly for commission of any irregularities, if at all did not constitute an admission." Apart from the fact that the said question cannot be raised once again for consideration after the specific finding of the Tribunal to the above effect, still then I find that by no stretch of imagination the explanation (Ext. W-3) can be read as an admission because if the said explanation is read as a whole it will leave no room for doubt that the concerned workman, after assumption of the truth of the charges levelled against him stated that if any such omission or irregularities were found to have been committed by him, he might be excused for the same. It is an established principle of law that in order to constitute an admission, the entire document is to be read as a whole and picking up a particular portion from here and there shall never constitute an admission. In the said circumstances, it cannot be said to be an admission.

15. The gist of Mr. Chowdhury's argument seems to be that since the concerned had admitted his guilt and took the plea of mistakes that the onus was upon the workman to prove the alleged mistakes as the commission of irregularities have been admitted. I am not in a position to agree with Mr. Chowdhury in this matter as I have stated earlier that Ext. W-3 does not form an admission on the part of the concerned workman and the onus always remained with the Corporation to prove the truth of the charges levelled against the workman by examining independent witnesses to prove the same. I have already scanned the evidence of the Corporation in this case and I have shown that there is absolutely no credible evidence on behalf of the Corporation to prove that the concerned workman committed the offence alleged against him in the chargesheet.

16. Management thus having hopelessly failed to prove any of the allegations made against the concerned workman in the chargesheet issued against him that I am to hold that the order of the disciplinary authority dismissing him from service is illegal and invalid and he shall be deemed to be continuing in service despite the illegal order of his dismissal. The workman accordingly would have been entitled to reinstatement in service in the normal circumstances, but in the instant case it appears from his evidence that his recorded date of birth, as per office record being 20-10-1937 and in terms of the provision of 19(1) of the LIC Staff Regulations, 1960 the age of superannuation being 60 years he has retired from his service on 19-10-1997. No question of his reinstatement accordingly can arise.

17. There being no evidence on record that the concerned workman has worked elsewhere after his illegal dismissal from service, he shall be entitled to get all the benefits of his service from the date of his dismissal till the date of his superannuation including his pay, bonus, promotion and other benefits that might have been due to him, had he remained in service. The Corporation shall also pay to the concerned workman all his retiral benefits.

This is my Award.

Dated, Calcutta,

the 15th June, 1992..

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 3 जुलाई, 1998

कांमा० 1466 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में बी०सी०सी०एल० के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण

(सं०-2) धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-7-98 को प्राप्त हुआ था।

[सं० एल-20012/170/95-आई०आर० (सी-1)]

अजय कुमार, अनुभाग अधिकारी

New Delhi, the 3rd July, 1998

S.O. 1466.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 2), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 3-7-98.

[No. L-20012/170/95 IR(C-I)]
AJAY KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under
Section 10(1)(d) and sub-section 2(k)
of the I.D. Act, 1947.

REFERENCE NO. 82 OF 1996

FARTIES :

Employers in relation to the management of
Bhowra O.C.P. of M/s. B.C.C.L. and their
workmen.

APPEARANCES :

On behalf of the workmen : None.

On behalf of the employers : Shri R. N.
Ganguly, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dated, Dhanbad, the 24th June, 1998

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) and sub-section 2(k) of the I.D. Act 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/170/95-I.R. (Coal-J) dated, the 20th/21st August, 1996.

SCHEDULE

"Whether the demand by the Union that the son of Smt. Chandrawati Devi, Wagon Loader, Bhowra Colliery is eligible for employment by management under VRS(F) Scheme is justified? If so, to what relief is Smt. Chandrawati Devi is entitled?"

2. The petition filed on the side of the management is put up to-day along with the connected papers shown as Annexure-A. The management has prayed for passing an Award in terms of the prayer without granting any relief to the concerned workman on the ground that the concerned workman has already been provided with employment by a letter No. GM-PER/ Appoint/II/VRS(F)95/4705-10 dated 6/8-6-95 and the said workman has been working since then. Perused the petition and also the Annexure-A. The concerned workman has not turned up to oppose the claim of the management to the effect that he has been provided with employment. Under such circumstances I do not find any reason to refuse the prayer. It is presumed that in fact at present there is no existence of any industrial dispute between the parties and as such I do hereby pass a 'No dispute' Award. The reference is disposed off accordingly.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 3 जुलाई, 1998

का०आ 1467 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै० ओ०एन०जी०सी० के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-7-98 को प्राप्त हुआ था।

[सं० एल-20040/10/94-आई०आर (सी-1)]

अजय कुमार, अनुभाग अधिकारी

New Delhi, the 3rd July, 1998

S.O. 1467.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Govt. Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C. and their workman, which was received by the Central Government on 3-7-98.

[No. L-20040/10/94-IR(C-I)]
AJAY KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT CALCUTTA

Reference No. 35 of 1996

Parties :

Employers in relation to the management of Oil
and Natural Gas Corporation

AND

Their workmen

Present

Mr. Justice A. K. Chakravarty, Presiding

Appearance :

On behalf of management.--None.

On behalf of Workmen : Mr. S. K. Das, General Secretary of the Union.

STATE : West Bengal INDUSTRY : Oil & Natural Gas.

AWARD

By Order No. L-20040/10/94-IR (Coal-I) dated 21st November, 1996 the Central Government in exercise of its powers under section 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the demand of the ONGC Employees Association that the workmen are discriminated by the management in reimbursement of cost of uniform, stitching charges, washing allowances and canteen subsidy is justified? If so, to what relief are the concerned workmen entitled?"

2 When the case is called out today for hearing exparte evidence of the union none appears from either sides. Since the union which is to lead exparte evidence has not taken any steps, it may be presumed that the union is no longer interested in the matter.

3. In the aforesaid circumstances, in the absence of any material for any decision in respect of the schedule under reference, this Tribunal has no other alternative but to pass a "No Dispute" Award.

4 A "No Dispute" Award is accordingly passed and the reference is disposed of.

This is my award.

Dated : Calcutta,
16th June, 1998.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 7 जुलाई, 1998

का. आ. 1468. - औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पवनहंस हेलीकाप्टर लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में विवादक श्री एस. कृष्णामूर्ति तथा हरीश एम. जगतिरानी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-98 को प्राप्त हुआ था।

[सं. एल.-11013/01/97-आई. आर (सी-1)]

अजय कुमार, अनुभाग अधिकारी

New Delhi, the 7th July, 1998

S.O. 1468.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Arbitrators—Shri S. Krishna Moorthy and Haresh M. Jagtiani as shown in the Annexure in the industrial dispute between the employers in relation to the management of Pawan Hans Helicopter Ltd. and their workman, which was received by the Central Government on 6-7-1998.

[No. L-11013/01/97-IR (C-I)]
AJAY KUMAR, Section Officer

ANNEXURE

BEFORE THE ARBITRATORS, AT MUMBAI

Ref. No. L-11013/01/97-IR (C-I)

In the matter of the industrial disputes between the Management of Pawan Hans Helicopters Limited and its workmen represented by the Pawan Hans Pilots Guild.

PRESENT :

1. Shri S. Krishna Moorthy,
Former Joint Secretary and Financial Advisor,
Ministry of Civil Aviation,
Government of India.
2. Shri Haresh M. Jagtiani,
Senior Advocate.

ARBITRATORS**APPEARANCES :**

For the Employer—Mr. Uttakar, Advocate.

For the Workmen—Mr. Mohan Bir Singh, Advocate.

INTERIM AWARD

This is an interim award upon a reference made by the Central Government u/s. 10-A of the Industrial Disputes Act.

2. The appointment of ourselves as arbitrators was notified by the Central Government (Ministry of Labour) and published in the Gazette of India dated 19-6-1997. The schedule of the items in dispute is attached with the said reference. We were asked to decide on the issue of interim and working hours on a priority basis.

3. On the issue of interim relief both the parties have filed their written statements and produced both oral and documentary evidence. After hearing the Learned Counsel for both the parties, we make the following award.

- (i) In this context it was noted that the earlier agreement between the management and the PHPG (Pawan Hans Pilots Guild) had expired on 31-12-1996. The PHPG had submitted their demands for a new settlement on 11-12-1996 and also communicated a corrigendum to the same on 16-4-1997. The arbitration proceedings commenced subsequent to the Labour Ministry Gazette notification dated 19-6-1997.
- (ii) The arbitrators have already agreed that based on the understanding given to them by the Counsel for both PHPG and the management that they will complete their presentations by 30-4-1998 and the arbitrators shall give their final award on 31-5-1998.
- (iii) Subsequently sometime will also be taken to give effect to the award after completing the formalities.
- (iv) Taking into account all the factors we have decided that an interim relief of Rs. 1.90 lakhs (Rupee One Lakh and ninety thousand only) be paid to each pilot as a one time advance adjustable against the final award.
- (v) We advise that the interim relief amount may be disbursed at the earliest without waiting for completing the formalities regarding publication in the gazetting of the award.

Mumbai,

Dated this 16th day of March, 1998.

S. KRISHNA MOORTHY, Arbitrator
HARESH M. JAGTIANI, Arbitrator

नई दिल्ली, 9 जुलाई, 1998

का. आ. 1469.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में। केन्द्रीय सरकार में. ई. सी. एल. के प्रबन्धतन्त्र के संबद्ध निवोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं-2), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-98 को प्राप्त हुआ था।

[सं.एल.-20012/292/90-आई.आर. (सी.-I)]

अजय कुमार, अनुभाग अधिकारी

New Delhi, the 9th July, 1998

S.O. 1469.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 2), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. E.C.L. and their workman, which was received by the Central Government on 9-7-1998.

[No. L-20012/292/90-IR (C-I)]

AJAY KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) and 2(k) of the I. D. Act, 1947

Reference No. 67 of 1991

PARTIES :

Employers in relation to the management of Lakshimata Colliery of M/s. Eastern Coalfields Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen : None.

On behalf of the employers—None.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 22nd June, 1998

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) and sub-section 2(k) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/292/90 I.R. (Coal-I), dated the 21st March, 1991.

SCHEDULE

"Whether the demand of Bihar Colliery Kamgar Union for treating the date of birth of Shri Kali Singh. Hau'age Khalasi Lakshimata Colliery of M/s. Eastern Coalfields Ltd. as 1-7-40 is justified? If so to what relief the workman is entitled?"

2. Soon after the receipt of the order of reference notices were duly served upon the parties. But neither of the parties turned up nor took any steps. Then again and again notices were issued to the parties. But in spite of the issuance of notices to them they abstained from appearing before this Tribunal. It therefore leads me to an inference that

presently there is no dispute existing between the parties. In the circumstances, I have no other alternative but to pass a 'No dispute' Award in this reference.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 9 जुलाई, 1998

का. आ. 1470.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में. बी. सी. एल. के प्रबन्धतन्त्र के संबद्ध निवोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (नं.-2), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-98 को प्राप्त हुआ था।

[सं. एल.—20012/495/94—आई आर (सी-I)]

अजय कुमार, अनुभाग अधिकारी

New Delhi, the 9th July, 1998

S.O. 1470.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 2), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 9-7-1998.

[No. L-20012/495/94-IR (C-I)]

AJAY KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) and sub-section 2(k) of the I. D. Act, 1947

Reference No. 158 of 1995

PARTIES :

Employers in relation to the management of Lodna Area of M/s. B.C.C.L. and their workmen.

APPEARANCES :

On behalf of the workmen—Shri S. Bose, Treasurer, R.C.M.S. Union.

On behalf of the employers—Shri H. Nath, Advocate.

STATE : Bihar

INDUSTRY : Coal.

Dhanbad, the 23rd June, 1998

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) and sub-section 2(k) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/405/94-I.R. (Coal-I), dated, the 9th November, 1995.

SCHEDULE

"Whether the action of the management of Lodna Area of M/s. BCCL in dismissing Sri Sahaajan Yadav. Winder from service is justified? If not, to what relief the concerned workman is entitled?"

2. In this reference both the parties appeared and filed their respective W.S. documents etc. Thereafter the case

proceeded along its course. Subsequently when the case was fixed for hearing both the parties appeared and filed a settlement under their signature. I heard both the parties on the said settlement and do find that the terms contained therein are fair and proper. Accordingly I accept the said settlement and pass an Award in terms thereof which forms part of the Award as Annexure.

B. B. CHATTERJEE, Presiding Officer

ANNEXURE

FORM H

MEMORANDUM OF SETTLEMENT BETWEEN THE MANAGEMENT OF LODNA AREA WITH THE REPRESENTATIVE OF DHANBAD COLLIERY KARAMCHARI SANGH IN THE MANNER OF RE-INSTATEMENT OF SHRI SAHAJAN YADAV, EX-WINDER, NS WORK SHOP, LODNA COLLIERY HELD ON 10-2-1998 PRESENT :

Management side

1. Shri A. Kalam, General Manager, Lodna Area.
2. Shri B. Singh, Dy. Chief Personnel Manager, Lodna Area.

Workmen/Union side

1. Shri H. N. Tripathy, President, DCKS.
2. Shri Sahajan Yadav, Ex-Winder, NS Workshop Lodna Area.

SHORT RECITAL OF THE CASE

Shri H. N. Tripathy, President of Dhanbad Colliery Karamchhari Sangh has taken up the case of Shri Sahajan Yadav, Ex-Winder NS, Lodna Workshop for reinstatement. Shri Sahajan Yadav was on duty on 24-4-97 in the 1st shift and caught by the CISF while stealing two of copper around his waste. Shri Sahajan Yadav managed to escape with the stolen material and thereafter charge sheet was issued to Shri Sahajan Yadav and dismissed in the month of May, 1993.

The workman concerned has submitted his mercy petition on 11-7-97 for his reinstatement. The matter was placed before the competent authority and discussed in the FD's meeting held on 19-12-97 and finally decided to resolve the issue by signing a memorandum of settlement on the terms and conditions as under. The decision of the FW's meeting was communicated to the General Manager, Lodna Area by the General Manager (P/IR), BCCL, Koyla Bhawan, Dhanbad vide his letter No. BCCL :/IR/98/562 dated 21/23-1-98.

TERMS AND CONDITIONS

1. It is agreed that the management of Lodna Area will reinstate Shri Sahajan Yadav, Ex. Winder, NS Lodna Workshop as a special case in consideration of his mercy appeal dated 11-7-97.
2. That Shri Sahajan Yadav will not claim any payment or any wages for the idle period i.e. from the date of dismissal till the resumption of duty. However, the said period will be treated as dies-non for the purpose of computation of gratuity.
3. That the workman will lift the Reference case No. 158/95 pending before the Central Government Industrial Tribunal No. II, Dhanbad.
4. That, after signing this settlement management will allow him on duty in other units as per the requirement/vacancy excepting NS Lodna Workshop.

Sd/-

(A. KALAM)
General Manager,
Lodna Area

Sd/-

(B. SINGH)

Dy. Chief Personnel Manager,
Lodna Area.

Sd/-

(H. N. TRIPATHY)

V. President,

Dhanbad Colliery Karamchhari Sangh

Sd/-

(SAHAJAN YADAV)
(Ex-Winder)

NS Lodna Workshop.

Witnesses :

- (1) Sd/-
- (2) Sd/-

नई दिल्ली, 7 जुलाई, 1998

का.आ. 1471.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोर्दन रेलवे, अम्बाला कैंट के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-98 को प्राप्त हुआ था।

[संख्या एल-41012/29/95-आई.आर.(बी-1)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 7th July, 1998

S.O. 1471.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Rly., Ambala Cantt. and their workman which was received by the Central Government on 6-7-1998.

[No. L-41012/29/95-IR(B-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. ID 42/96

Des Raj, Ex-gangman, C/o District President Lok Mazdoor Sangathan, 63-C, Kailash Nagar Model Town, Ambala City.

Vs.

Divisional Railway Manager, Northern Railway, Ambala Cantt.

For the workman : Sh. B. R. Prabhakar.

For the management : Sh. P. P. Khorana.

AWARD

Central Govt. vide letter bearing No. L-41012/29/95-I.R. (B-I) dated 29th March, 1996, has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management in terminating the services of Shri Des Raj, ex-Gangmen w.e.f. 22-10-1989, is just, fair and legal ? If not, what relief he is entitled to and from what date ?"

On receipt of the reference, notices were issued to the workman as well as to the management. Today the case was fixed for filling the claim statement by the workman. The authorised representative of the workman has made the following statement :

"The workman got re-employment in Railway and he did not want to prosecute the present reference. The same may be returned as infructious."

In view of the above statement of the workman's representative, the reference is answered accordingly. Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer

Chandigarh

18-5-1998.

नई दिल्ली, 7 जुलाई, 1998

का.आ. 1472.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोर्दन रेलवे, अम्बाला कैंट, के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कम-लेबर-कोर्ट, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-98 को प्राप्त हुआ था।

[संख्या एल-41012/30/95-आई.आर. (बी)/बी-1]

पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 7th July, 1998

S.O. 1472.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-labour Court, Chandigarh as shown in the Annexure, in the industrial dispute between the employers relation to the management of Northern Rly., Ambala Cantt. and their workman, which was referred by the Central Government on the 6-7-1998.

[No. L-41012/30/95-IR(B)]B-1]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. ID 44/96

Lajja Ram Ex-gangman, C/o District President Lok Mazdoor Sangathan, 63-C, Kailash Nagar Model Town, Ambala City.

V/s.

Divisional Railway Manager, Northern Railway, Ambala Cantt.

For the workman : Sh. B. R. Prabhakar.

For the management : Sh. P. P. Khorana.

AWARD

Central Government vide letter bearing No. L-41012/30/95-I.R. (B.), dated 29th March, 1996, has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management in terminating the services of Shri Lajja Ram ex-Gangman w.e.f. 22-10-1989 is just, fair and legal ? If not, what relief he is entitled to and from what date ?"

On receipt of the reference, notices were issued to the workman as well as to the management. Today the case was fixed for filling the claim statement by the workman. The authorised representative of the workman has made the following statement :

"The workman got re-employment in Railway and he did not want to prosecute the present reference. The same may be returned as infructious."

In view of the above statement of the workman's representative the reference is answered accordingly, Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer

Chandigarh

18-5-1998.

नई दिल्ली, 7 जुलाई, 1998

का.आ. 1473.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोर्दन रेलवे, अम्बाला कैंट के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कम-लेबर कोर्ट, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-98 को प्राप्त हुआ था।

[संख्या एल-41012/31/95-आई.आर. (बी)/बी-1]

पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 7th July, 1998

S.O. 1473.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of

the Central Government Industrial Tribunal-cum-Labour Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Rly., Ambala Cantt. and their workman, which was received by the Central Government on the 6-7-98.

[No. L-41012/31/95-IR(B)|B-I]
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHANDIGARH

Case No. IR 40/96

Sham Lal Ex-gangman, C/o District President
Lok Mazdoor Sangathan, 63-C, Kailash
Nagar Model Town, Ambala City.

Divisional Railway Manager, Northern Railway,
Ambala Cantt.

For the workman : Sh. B. R. Prabhakar.

For the management : Sh. P. P. Khorana.

AWARD

Central Govt. vide letter bearing No. L-41012/29/95-I.R. (B-I) dated 29th March, 1996, has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management in terminating the services of Shri Sham Lal, ex-gangman w.e.f. 22-10-1989 is just, fair and legal ? If not, what relief he is entitled to and from what date ?"

On receipt of the reference, notices were issued to the workman as well as to the management. Today the case was fixed for filling the claim statement by the workman. The authorised representative of the workman has made the following statement :

"The workman got re-employment in Railway and he did not want to prosecute the present reference. The same may be returned as infructuous."

In view of the above statement of the workman's representative, the reference is answered accordingly. Appropriate Government be informed.

B. L. JATAV, Presiding Officer
Chandigarh
18-5-1998.

नई दिल्ली, 7 जुलाई, 1998

का०आ० 1474. —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोर्दन रेलवे, अम्बाला कैंट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट, औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 1882 GI/98—9

कमलेबर-कोर्ट चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-98 को प्राप्त हुआ था।

[संख्या एल-41012/32/95-आई०आर० (बी० 1)]

पी०जे० माईकल, डेस्क अधिकारी

New Delhi, the 7th July, 1998

S.O. 1474.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Rly., Ambala Cantt. and their workman, which was received by the Central Government on the 6-7-98.

[No. L-41012/32/95-IR(B-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHANDIGARH

Case No. ID 43/96

Tarsem Lal Ex-gangman, C/o District President
Lok Mazdoor Sangathan, 63-C, Kailash
Nagar Model Town, Ambala City.

Vs.

Divisional Railway Manager, Northern Railway,
Ambala Cantt.

For the workman : Sh. B. R. Prabhakar.

For the management : Sh. P. P. Khorana.

AWARD

Central Govt. vide letter bearing No. L-41012/29/95-I.R. (B-I) dated 29th March, 1996, has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management in terminating the services of Sh. Tarsem Lal, ex-Gangman w.e.f. 22-10-89 is just, fair and legal ? If not, what relief he is entitled to and from what date ?"

On receipt of the reference, notices were issued to the workman as well as to the management. Today the case was fixed for filling the claim statement by the workman. The authorised representative of the workman has made the following statement :

"The workman got re-employment in Railway and he did not want to prosecute the present reference. The same may be returned as infructuous."

In view of the above statement of the workman's representative, the reference is answered accordingly. Appropriate Government be informed.

B. L. JATAV, Presiding Officer
Chandigarh
18-5-1998.

नई दिल्ली, 7 जुलाई, 1998

का०आ० 1475 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोर्दन रेलवे, अम्बाला कैंट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर-कोर्ट, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-98 को प्राप्त हुआ था।

[संख्या एल-41012/33/95-आई०आर० (बी० I)]

पी०जे० माईकल, डेस्क अधिकारी

New Delhi, the 7th July, 1998

S.O. 1475.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Rly., Ambala Cantt. and their workman which was received by the Central Government on 6-7-1998.

[No. I-41012/33/95-JR (B-I)]
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

CHANDIGARH

Case No. ID 41/96

Sucha Ram Ex-gangman, C/o District President, Lok Mazdoor Sangathan, 63-C, Kailash Nagar Model Town, Ambala City.

V/s.

Divisional Railway Manager, Northern Railway, Ambala Cantt.

For the workman : Sh. B. R. Prabhakar.

For the management : Sh. P. P. Khorana.

AWARD

Central Govt. vide letter bearing No. L-41012/33/95-I.R. (B-I) dated 29th March, 1996, has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management in terminating the services of Sh. Sucha Ram, ex-gangman w.e.f. 22-10-89 is legal, just and fair? If not, what relief he is entitled to and from what date?"

On receipt of the reference, notices were issued to the workman as well as to the management. Today the case was fixed for filing the claim statement by the workman. The authorised representative of the workman has made the following statement :

"The workman got re-employment in Railway and he did not want to prosecute the present reference. The same may be returned as intimation."

In view of the above statement of the workman's representative, the reference is answered accordingly. Appropriate Govt. be informed.

B. L. JATAV, Presiding Officer

Chandigarh
18-5-98

नई दिल्ली, 7 जुलाई, 1998

का०आ० 1476 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सारस्वत को० आपरेटिव बैंक लिमिटेड, मुंबई के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर-कोर्ट, नं० 2, मुंबई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-98 को प्राप्त हुआ था।

[संख्या एल-12012/77/96-आई०आर० (बी० I)]

पी०जे० माईकल, डेस्क अधिकारी

New Delhi, the 7th July, 1998

S.O. 1476.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Saraswat Co-op. Bank Ltd., Mumbai and their workman, which was received by the Central Government on 6-7-1998.

[No. I-12012/77/96-JR (B-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/24 of 1997

Employers in relation to the management of Saraswat Co-operative Bank Ltd.

AND

Their Workmen

APPEARANCES :

For the Employer—Mr. K. M. Naik and Mr. Dhulapkar Advocate.

For the Workmen—Mr. V. M. Avare, Representative.

Mumbai, the 19th June, 1998

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/77/96-JR (B-I) dated 14th July, 1997 had referred to the following industrial dispute for adjudication :

"Whether the action of the management of Saraswat Bank Ltd in retrenchment the service of Smt. Santa Hari Singh is legal and justified? If not, to what relief the workman is entitled for?"

2. The union filed a Statement of Claim on behalf of the workman at Exhibit-2. As against that the management filed a written statement at Exhibit-4. The parties lead evidence in the matter.

3. Today the matter was for cross-examination on the management witness. But the parties arrived at a settlement which they filed at Exhibit-12. In the said settlement it is contended that the parties may be allowed to withdraw the present dispute due to amicable settlement amongst the parties. It is not necessary for me to give the details of the said settlement. In view of the settlement out side the court as requested by the parties the reference is to be disposed off. In the result I make the following order :

ORDER

The reference is disposed off as settled out of the court.

S. B. PANSE, Presiding Officer

नई दिल्ली, 7 जुलाई, 1998

कांआ० 1477.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सारस्वत को-ऑपरेटिव बैंक लिमि० मुंबई के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कम-लेबर-कोर्ट नं० 2, मुंबई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-98 को प्राप्त हुआ था।

[संख्या एल-12011/21/97-आई०आर० (बी० आई०)]

पी०जे० माईकल, डेस्क अधिकारी

New Delhi, the 7th July, 1998

S.O. 1477.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Saraswat Co-op. Bank Ltd., Mumbai and their workman, which was received by the Central Government on 6-7-1998.

[No. L-12011/21/97-IR (B-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/23 of 1998

Employers in relation to the management of Saraswat Co-operative Bank Ltd.

AND

. Their Workmen.

APPEARANCES :

For the Employer—Mr. Sandeep Sadanand Punekar Representative.

For the Workmen—Mr. V. M. Ayars Representative.

Mumbai, the 24th June, 1998

AWARD

The Government of India, Ministry of Labour, by its Order No. L-12011/21/97-IR (B-I), dated 11-3-98, had referred to the following industrial dispute for adjudication :

"Whether the action of the Employer, Managing Director of the M/s. Saraswat Co-operative Bank Ltd. not offering employment to the widow of late Shri P. G. Pathak and Shri Hari Ram Singh i.e. Smt. Shanta Hari Singh and Smt. Ashalat Pathek on compassionate ground and violation of provision of settlement dated 6-7-1993 is justified ? If not, what relief should be granted ?"

2. The parties were served with a notice of the said reference.

3. Today the General Secretary of the Union filed an application (Exhibit-5) contending that Smt. Shanta Hari Singh and Smt. Ashalat Pathek were employed by the bank. Thereafter Shanta Hari Singh was removed from the service and the dispute is pending before the Tribunal and the bank had now agreed to give employment to her again. In view of the position the union requests to treat the dispute as settled.

4. The representative of the management made an endorsement on this application stating that it had no objection to dispose off the matter to settle out of the court as the bank had already given employment to Smt. Pathak and it had given commitment that it will give a fresh employment to Shanta Hari Singh. Under such circumstances I pass the following order :

ORDER

The reference is disposed off as settled out of the court.

S. B. PANSE, Presiding Officer

नई दिल्ली, 7 जुलाई, 1998

का.आ. 1478.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सारस्वत को-ऑपरेटिव बैंक लिमिटेड, मुम्बई के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कम-लेबर कोर्ट नं० 2, मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-98 को प्राप्त हुआ था।

[संख्या एल-12012/316/97-आई०आर० (बी०-1)]

पी०जे० माईकल, डेस्क अधिकारी

New Delhi, the 7th July, 1998.

S.O. 1478.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Saraswat Co-op. Bank Ltd., Mumbai and their workman, which was received by the Central Government on 6-7-1998.

[No. L-12012/316/97-IR (B-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2 /93 of 1997

Employers in relation to the management of Saraswat Co-operative Bank Ltd.

AND

Their Workmen.

APPEARANCES :

For the Employer—Mr. S. P. Dhulapkar, Advocate.
For the Workmen—Mr. V. M. Ayare, Representative.

Mumbai, the 19th June, 1998

AWARD

The Government of India, Ministry of Labour, by its Order No. L-12012/316/97-IR (B-I), dated 10-11-97, had referred to the following industrial dispute for adjudication :

“Whether the action of the management of Saraswat Co-operative Bank Ltd., Mumbai in dismissing Miss Alka V. Aradhya, clerk from services w.e.f. 4-8-95 is legal and justified ? If not, to what relief the workmen is entitled ?”

2. The Union filed a Statement of Claim at Exhibit-7 on behalf of the workman.

3. The management resisted the claim by the Written Statement (Exhibit-8). The Union lead evidence of one witness and today the matter is for leading evidence of another witness. But instead of leading evidence the parties filed a purshis (Ex-15) contending that they have settled the matter out of the court and hence they do not want to proceed with the matter and withdrew the same. It is prayed that the reference may be disposed off as settled out of the court.

4. The parties are present before me. The purshis was read over to them. They admitted the contents and their signature on it. It is read and recorded. In view of Exhibit-15 I pass the following order :

ORDER

The reference is disposed off as settled out of court.

S. B. PANSE, Presiding Officer

नई दिल्ली, 9 जुलाई, 1998

का०आ० 1479.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कम-लेबर-कोर्ट नं० 2, मुंबई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-98 को प्राप्त हुआ था।

[संख्या एल-12012/194/96-आई०आर० (बी० I)]

पी०जे० माईकल, डैस्क अधिकारी

New Delhi, the 9th July, 1998

S.O. 1479.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2. Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Reserve Bank of India, and their workman, which was received by the Central Government on 9-7-1998.

[No. L-12012/194/96-IR (B-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO II MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/10 of 1998

Employers in relation to the management of Reserve Bank of India

AND

Their Workmen.

APPEARANCES :

For the Employer—Shri P. S. Bindra, Representative.

For the Workmen—In Person.

Mumbai, the 25th June, 1998

AWARD

The Government of India, Ministry of Labour, by its Order No. L-12012/194/96-IR (B-I), dated 6-2-98, had referred to the following industrial dispute for adjudication :

“Whether the action of the management of Reserve Bank of India of reducing the pay by four stages permanently w.e.f. 3rd May, 1995 by way of punishment of Shri S. P. Deodhar is justified ? If not, to what relief is the workman entitled to ?”

2. The parties were served with the notice of the reference. They appeared.

3. Thereafter nobody appeared on behalf of the Workers Organisation.

4. Today the concerned workmen in the reference appeared personally. He submitted that the grievance which were raised before Assistant Labour Commissioner was different then referred by the Government for adjudication.

5. He further submitted that the action of the management of reducing the pay by four stages permanently w.e.f. 3rd May, 1995 by way of punishment to him that is S. P. Deodhar, the workman was reduced by the Appellate authority totally. He was given some other punishment. In other words according to him so far as monetary part of the punishment was concerned the Appellate Authority set it aside. It is therefore he did not file the Statement of Claim. The Learned Representative of the management corroborates this. Under such circumstances I pass the following order :

ORDER

The reference is disposed off for want of prosecution.

S. B. PANSE, Presiding Officer

नई दिल्ली, 9 जुलाई, 1998

का०आ० 1480.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ राज० लिमि० कोटा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोटा (राजस्थान) के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-98 को प्राप्त हुआ था।

[संख्या एल-12012/16/95-आई०आर० (बी० I)]

पी०जे० माईकल, डैस्क अधिकारी

New Delhi, the 9th July, 1998

S.O. 1480.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kota (Raj) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of Rajasthan Ltd., Kota and their workman, which was received by the Central Government on 9-7-1998.

[No. L-12012/16/95-IR (B)/(B-I)]

P. J. MICHAEL, Desk Officer

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राज०/
निर्देश प्रकरण क्रमांक : औ०न्या० (केन्द्रीय) - 6/96
दिनांक स्थापित : 11-3-96

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्रमांक
एल० 12012/16/95/आई०आर० (बी) दि० 1-3-96
औद्योगिक विवाद अधिनियम, 1947

मध्य

किशनलाल द्वारा उपमहासचिव, दी बैंक ऑफ राज० एम्प० यूनियन/
राज०/कोटा —प्रार्थी श्रमिक

एवं

प्रबन्धक, बैंक ऑफ राज० लि०, केन्द्रीय कार्यालय, सी० 3,
सरदार पटेल मार्ग, सी-स्कीम, जयपुर।

—प्रतिपक्षी नियोजक

उपस्थित

श्री जगदीश प्रसाद शर्मा,

आर०एच०जे०एस०

प्रार्थी श्रमिक की ओर से प्रतिनिधि :—

श्री एन०के० तिवारी एवं श्री किशनलाल (श्रमिक स्वयं)

प्रतिपक्षी नियोजक की ओर से प्रतिनिधि :—

श्री सुरेश माथुर एवं श्री नरसिंह गुप्ता

अधिनिर्णय दिनांक 15-4-98

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न
निर्देश औद्योगिक विवाद अधिनियम, 1947 की धारा
10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ
सम्प्रेषित किया गया है :—

“क्या प्रबन्धन, दी बैंक ऑफ राजस्थान लि०
मार्फत सहायक महाप्रबन्धक (कार्मिक एवं प्रशासन)
द्वारा कर्मकार श्री किशनलाल पुत्र श्री भेरूलाल माली,
दैनिक वेतन भोगी कर्मचारी की सेवाएं 24-7-93
से समाप्त करने की कार्यवाही वैध एवं उचित है ?
यदि नहीं तो सम्बन्धित कर्मकार किस अनुतोष का
हकदार है ?”

2. निर्देश न्यायाधिकरण में प्राप्त होने पर दर्ज रजिस्टर
किया गया व पक्षकारों को सूचना जारी की गयी जिस पर
दोनों पक्षों की ओर से अपने-अपने अभ्यावेदन प्रस्तुत किये
गये।

3. आज पतावली प्रार्थी की प्रतिपरीक्षा हेतु नियत थी,
परन्तु स्वयं प्रार्थी किशनलाल मय अधिकृत प्रतिनिधि श्री
एन०के० तिवारी व प्रतिपक्षी नियोजक की ओर से दृष्टि
बध्नांक श्री नरसिंह गुप्ता मय अधिकृत प्रतिनिधि श्री सुरेश

माथुर ने उपस्थित होकर संयुक्त रूप से समझौता-पत्र प्रस्तुत
कर प्रकट किया कि उनके मध्य लोक न्यायालय की भावना
से प्रेरित होकर आपस में समझौता सम्पन्न हो गया है और
अब कोई विवाद शेष नहीं रहा है, अतः समझौते के आधार
पर अधिनिर्णय पारित कर दिया जावे।

4. दोनों पक्षों की प्रस्तुतशुदा समझौते-पत्र को पढ़कर
मुनाया व समझाया गया जिस पर दोनों पक्षों ने सही होना
स्वीकार किया तदुपरान्त समझौता तस्दीक किया गया।
न्यायालय द्वारा भी समझौते-पत्र का अवलोकन किया गया
जो दोनों पक्षों के हित में प्रतीत होता है तथा दोनों पक्ष
इस प्रस्तुतशुदा समझौते-पत्र में सम्बद्ध रहेंगे। इस प्रस्तुतशुदा
समझौते-पत्र के उपरान्त अब दोनों पक्षों के मध्य किसी
प्रकार का कोई विवाद शेष नहीं रहा है, अतः समझौते के
आधार पर इसी प्रकार अधिनिर्णय पारित किया जाता है।

इस अधिनिर्णय को समुचित सरकार को नियमानुसार
प्रकाशनार्थ भिजवाया जावे।

जगदीश प्रसाद शर्मा, न्यायाधीश

नई दिल्ली, 6 जुलाई, 1998

का०आ 1481.—औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय
सरकार यूनियन बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध
नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट
औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-2,
मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार
को 3-7-98 को प्राप्त हुआ था।

[सं० एल-12012/281/96-आई०आर०(बी-II)]

सनातन, डैस्क अधिकारी

New Delhi, the 6th July, 1998

S.O. 1481.—In pursuance of Section 17 of the Industrial
Dispute Act, 1947 (14 of 1947), the Central Government
hereby publishes the award of the Central Government
Industrial Tribunal, II, Mumbai as shown in the Annexure
in the Industrial Dispute between the employers in relation
to the management of Union Bank of India and their work-
man, which was received by the Central Government on
3-7-98.

[No. L-12012/281/96-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. II, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer

Reference No. CGIT-2/29 of 1997

Employers in relation to the Management of Union
Bank of India.

AND

Their Workmen

APPEARANCES :

For the Employer.—Mr. P. K. Relc, Advocate.

For the Workmen.—Mr. M. B. Anchan, Advocate.

Mumbai, dated 15th June, 1998

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/28196/JR (B-II), dtd. 05/14-08-97, had referred to the following Industrial Dispute for adjudication :

"Whether the action of the management of Union Bank of India in treating the services of Shri P. S. Kamble Ex-peon/Hamal as voluntarily retired w.e.f. 27-7-93 is legal and justified ? If not, to what relief the said workman is entitled ?"

2. P. S. Kamble, the workman in his statement of claim (Exhibit-5) pleaded that he was working as a peon/Hamal in the Union Bank of India. He fell sick from 10-3-93. He was suffering from infective Bepauds, Vertigo, Arthritis and Anemia. He took the treatment from family doctor. The doctor Dineshchandra C. Shukla certified that he was sick till August 13th, 1993.

3. The workman pleaded that meanwhile he was terminated from service by a letter dtd. 2nd August, 1993 w.e.f. 27th July, 1993. He preferred an appeal against that order and produced the medical certificate issued by the doctor. But the appellate authority did not consider the grounds for appeal and the medical certificate but simply rejected the same on 26-10-93.

4. The workman averred that his termination treating him as voluntarily retired from the service is malafide, illegal and unjustified. It is averred that he was not served with any notice before terminating his service. It is therefore pleaded that it is against the Principles of Natural Justice. It is averred that he was absent from duty due to the sickness and the reason for his absenteeism is genuine. Under such circumstances it is submitted that the action which is taken by the management without holding any inquiry is illegal. It is further pleaded that he had not committed any major misconducts for getting such a severe punishment. He therefore prayed that the action taken by the management be treated as illegal and he may be reinstated in service in continuity alongwith full back wages.

5. The management resisted the claim by the written statement Exhibit-6. It is averred that the bank had taken the action against the workman as per the Fifth Bipartite Settlement dtd. 10-4-89. It is submitted that the bank had complied with the provisions of Clause-17 of the said settlement before taking the action. It is submitted that the workman has chequered history in regard to his attendance.

6. It is pleaded that once again the workman remained absent from 10th March 1993 without prior intimation or a sanction. He was asked to resume the duties but he did not. Thereafter a letter was issued to him on last known address by registered post, acknowledgement due and under certificate of posting as contemplated under clause-17 of the Bipartite Settlement. It is submitted that as the workman did not comply with the said letter the management treated him as voluntarily retired from the service. It is therefore submitted that the action which is taken by the management is perfectly legal and justified and he is not entitled to any of the reliefs as claimed.

7. The workman filed a rejoinder at Ex-7. He reiterated the contention taken by him in the statement of claim. It is averred that the bank was aware of the sickness of the workman since no medical certificate was called from the workman. He did not produce the medical certificate from his family doctor. But when he was called for personal hearing in the appeal he produced the same before the Appellate authority but not cognisance was taken by the authority. It is submitted that he does not know English and all memos addressed to him were in English. It is pleaded that he was terminated without any inquiry and under such circumstances he is entitled to reliefs as claimed.

8. The issues are framed at Exhibit-9. The issues and my findings there on are as follows :—

Issues	Findings.
1. Whether the action of the management treating Mr. P. S. Kamble voluntarily retired is against the Principles of Natural Justice	No
2. Whether the banks action to treat him as voluntarily retired w.e.f. 27-7-93 is legal and justified	Yes
3. If not, to what relief the said workman is entitled to ?	Does not survive.

REASONS

9. It is not in dispute that P. S. Kamble was working as a peon/Hamal with the Union Bank of India. He was absent from duty from 10-3-93 to 13-8-93. It is admitted position that for remaining absent for this much period he did not inform the management nor the leave was sanctioned to him for that much period. He remained absent without any intimation.

10. Kamble (Exhibit-11) affirms that he fell sick on 10th March '93 and was suffering from infective Hepatitis, Vertigo, Arthritis and Anemia. He was treated by a family doctor Shukla. He was sick till August 13th, 1993. He affirmed that he only received the termination letter dtd. August 2nd, 1993. According to him he did not receive any show cause notice.

11. It is the case of the bank that the action which is taken against the workman is as per the Clause-17 of the Bipartite settlement. It is not in dispute that the workman is governed by the Bipartite settlement. Kamble in his cross examination admits that the envelopes (Exhibit-8/4 & 8/5) bears the address where he resides. These Memorandums were sent to the workman on the last known address which is admittedly where he was residing, by registered post, acknowledgement due and also under certificate of postings. These envelopes were returned to the bank as not known. It is tried to argue on behalf of the bank that as they were sent by registered post, acknowledgement due and under certificate of posting on the correct address it has to be presumed with the said endorsement that the worker refused to accept it.

12. In Dunlop India, Ltd. and State of West Bengal 1990 II LLN 715 Their Lordships observed that when a notice is sent by registered post, coming back with an postal endorsement refused presumption is that addressee refused to accept the same. Mere denial of service unaccompanied by any other evidence is not sufficient to rebut the presumption relating to service of registered cover. Burden to rebut the presumption lies on the party challenging the factum of service. Relying on the ratio given in the said authority I find that the notice which was sent to the workman which found in the envelope Exhibit-8'4 dated 17th June, 1993 must have been treated to be served on him.

13. Now it is to be seen whether the Memorandum-cum-notice dtd. 17th June, 1993 is in compliance with Clause-17 of the Fifth Bipartite settlement dtd. 10-4-89. After perusal of the said notice it is very clear that it is in strict compliance with Clause-17 of the Bipartite Settlement.

14. Now it is to be seen whether the workman had complied with the requirement in the said clause. He had to report to the duty within thirty days from the receipt of the notice which he did not. Naturally as per clause 17 of the Bipartite settlement the management treated that he voluntarily retired from the service.

15. There is another contention taken by the workman that after getting the notice of termination he preferred an appeal before the management. It was not considered properly. After going through Clause 17 of the Bipartite settlement it can be seen that there is no provision for preferring an appeal when the action is taken under the said clause. I therefore find that there is no merit in the contention of the workman that his appeal was not properly considered.

16. For the sake of argument if it is said that if any action is taken under Clause 17 of the Bipartite settlement an appeal can be preferred to the management. Then in this

case it is to be seen whether the management considered an appeal or not. The workman pleaded that in a personal hearing he produced a medical certificate before the authorities for consideration. Exhibit-8/6 is an appeal filed by the workman dated 18-8-93. In this appeal memo cum letter it is mentioned that he is absent from duty from 10-3-93. The doctor has advised him minimum three months rest. He had also mentioned that he did not inform the authorities regarding his sickness. He had small children and his wife being illiterate could not come to the office for giving information. The doctor allowed him to join duties on 14-8-93. But he did not try to join on that date. He had sent a letter dated 18th August, 1993. He was given a personal hearing and the minutes of the personal hearing are at Exhibit-22/1. The Appellate Authority considered the grounds mentioned in the appeal and passed an order dated 26-10-93 (Ex-10/4). The order is well reasoned.

17. It is pertinent to note that the claim of the workman that he did not receive any other letters but only received the termination letter appears to be not acceptable. It is because the notice contemplated under Clause 17 was sent by RPAD and also by under certificate of posting. At least the notice under certificate of posting must have been received by him. But he decided to keep mum. This is in accordance with his usual habit of remaining absent without permission. It can be seen that paragraph-3 of the written statement the management had narrated eight incidents of his remaining absent since 1980. On for three occasions he was censured for remaining absent for 82 days in 1985, 83 days in 1986 and again 54 days in 1986. Again he remained 51 days absent in 1986. At that time his one increment was stopped. Thereafter he remained absent from 29-9-86 to 27-12-86. A departmental inquiry was held against him and his two increments were stopped with cumulative effect. Again he remained absent unauthorisedly from 18-2-87 to 18-3-87. The inquiry was conducted and there was a punishment of stoppage of two increments with cumulative effect. Thereafter he remained absent unauthorisedly from 18-6-90 to 5-9-90. Then his one increment was stopped. It can be further seen that he remained absent from 27-12-91 to 23-3-92 and from 6-5-92 to 4-6-92 and there was a proposal for dismissal from service but he was reinstated in service purely on humanitarian grounds and punishment of stoppage of three increments was awarded. That clearly speaks the habit of the workman. I therefore find that even though he received the notice contemplated under Clause 17 of the Binartite settlement he chose not to comply with the same within thirty days and had raised this industrial dispute which is without any merit.

18. Mr. Anchan, the Learned Advocate for the workman placed reliance on Untron India Ltd. Vs. Shammil Khan and Anr. Special Leave Petition No. 10 of 1998. The facts of that case are quite different than the facts before me. In that case as per para 1(f) of the certified standing orders the action was taken against the employee who resorted to leave without permission for more than seven days and which was treated automatically terminated from the service. Their Lordships came to the conclusion that an opportunity has to be given to the employee before taking any action and as no such opportunity was given the action was illegal. Here in this case as contemplated under Clause 17 of the Binartite settlement the management had given an opportunity to the workman to attend the duties within thirty days but he did not do so. I therefore find that the ratio given in this authority has no application to the present set of facts. Further more Mr. Anchan the Learned Advocate for the workman tried to argue that it is the case of retrenchment and as the bank did not comply with the provisions of retrenchment as contemplated under the Industrial Disputes Act of 1947 he is entitled to reinstatement in service. In reply to this argument he says that for the ratio given in the said authority it has to be said that this is not a case of retrenchment but as the action is taken as per Clause 17 of the Binartite settlement it is as per the terms of the contract of service and it cannot be said to be a retrenchment. For all these reasons I record my finding on the issues accordingly and pass the following order :

ORDER

The action of the management of Union Bank of India in treating the services of Shri P. S. Kamble, ex-peon/Hamal as voluntarily retired w.e.f. 27-7-93 is legal and justified.

S. B. PANSE, Presiding Officer

नई दिल्ली, 6 जुलाई, 1998

कांश्रा 1482.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-7-98 को प्राप्त हुआ था।

[सं. एम-17012/9/97-आई०आर० (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 6th July, 1998

S.O. 1482.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, II Mumbai as shown in the Annexure in the industrial dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 3-7-1998.

[No. L-17012/9/97-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II. MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/56 of 1998

Employers in relation to the management of Life Insurance Corporation of India

AND

Their Workmen.

APPEARANCES :

For the Employer—Mr. Dinesh Sharma, Representative.

For the Workmen—Mr. A. S. Deo, Representative.
Mumbai, the 17th June, 1998

AWARD

The Government of India, Ministry of Labour by its Order No. L-1012/9/97-IR (B-II), dated 21-4-98, had referred to the following industrial dispute for adjudication :

"Whether the action of the management of LIC of India in not absorbing Smt. Madhu N. Waghela, Part-time Sweeper on the ground that she has joined after 20-5-1985 is legal and justified? If not, to what relief the workman is entitled?"

2. The parties were served with the notices. Today the General Secretary of the Association filed a prushis (Exhibit-5) contending that the issue which was raised by the Association was already referred to this Tribunal and it is being numbered as Reference No. 55 of 1998. Again the issue is sent for adjudication. Both the schedule are the same. Under such circumstances the present reference may be

allowed to be withdrawn as it is superfluous. The management had no objection to do so. In the result I pass the following order :

ORDER

The reference is disposed off as superfluous.

S. B. PANSE, Presiding Officer

नई दिल्ली, 7 जुलाई, 1998

का.आ. 1483.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू बैंक आफ इंडिया (पंजाब नेशनल बैंक) के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-98 को प्राप्त हुआ था।

[नं. एल-12012/75/94-आई.आर. (बी-II)]

सनातन डेस्क अधिकारी

New Delhi, the 7th July, 1998

S.O. 1483.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of New Bank of India (Punjab National Bank) and their workman, which was received by the Central Government on 6-7-1998.

[No. L-12012/75/94-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

Before Shri B.L. Jatav, Presiding Officer, Central Govt. Industrial Tribunal-cum-Labour Court, Chandigarh.

Case No. ID 117/94

Ashok Kumar Sharma clerk-cum-cashier, Punjab National Bank Begowal C/o Chairman New Bank of India Employees Association, Bharat Nagar Ludhiana.

Vs.

General Manager, New Bank of India (Punjab National Bank) 1, Tolstoy Marg, New Delhi.

For the workman ; Shri Vijay Rana

For the management : Shri Manjit Singh.

AWARD :

The Central Govt. vide letter bearing No. L-12012/75/94-IR(B-2) dated 6th September, 1994, has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of the erstwhile New Bank of India (now PNB), New Delhi in withdrawing Special allowance and stopping one graded increment in respect of Shri Ashok Kumar Sharma, clerk-cum-cashier as a measure of penalty vide order dated 15-1-92, is justified? If not, what relief is the said workman entitled to?”

2. During the pendency of the reference, workman Ashok Kumar Sharma died and his LRs were brought on record Smt. Renu Sharma wife of the deceased represented the minor as natural guardian. She moved an application for withdrawing the reference without any condition. The representative of the management has no objection for the withdrawal of the reference.

In view of the above Smt. Renu Sharma is permitted to withdraw the reference without any condition. The reference is disposed off and returned accordingly. Ministry of labour be informed. Chandigarh.

15-5-98.

B. L. JATAV, Presiding Officer

नई दिल्ली, 10 जुलाई, 1998

का.आ. 1484.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-98 को प्राप्त हुआ था।

[नं. एल-12011/35/97-आई.आर. (बी.-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 10th July, 1998

S.O. 1484.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 9-7-1998.

[No. L-12011/35/97-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 39 of 1994

PARTIES :

Employers in relation to the management of Allahabad Bank

AND

Their workmen.

PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of Workmen—Shri R. Chattopadhyay, Executive Committee member of Bank Employees' Federation (West Bengal).

On behalf of Management—Shri S. K. Ghosh, Senior Manager (Law) of the Bank.

STATE : West Bengal

INDUSTRY : Banking

AWARD

By Order No. L-12011/35/94-IR (B II) dated 10th/11th November, 1994 the Central Government in exercise of its powers under Sections 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Allahabad Bank, Calcutta in discontinuing the payment of special allowance of Rs. 350 p.m. for telex-cum-P.E. Operator to Shri Sudip Kumar Ghosh and Shri T. K. Sarkar working at International Branch, Calcutta is justified ? If not, what relief are the said workmen entitled to ?"

2. The present reference has arisen at the instance of the Allahabad Bank Employees' Union, Calcutta for determination of the question whether the discontinuance of the special allowance for Telex-cum-P.C. Operator to the concerned workmen S. K. Ghosh and T. K. Sarkar working at international branch, Calcutta of the Allahabad Bank was justified.

3. Union's case, in short, is that the concerned workmen, namely, Shri S. K. Ghosh and Shri T. K. Sarkar joined the Allahabad Bank on 1-1-1979 and 11-7-1981 respectively in the clerical cadre. Shri Ghosh and Shri Sarkar were subsequently assigned the additional duties of Telex Operators with effect from 8-9-1985 and 2-1-1984 respectively and they were redesignated as Typing-cum-Telex Operators which also belong to the clerical cadre. As per subsisting Award and Settlement workman performing additional duties are entitled to receive special allowance. The concerned workmen accordingly were getting special allowance for Telex Operation known as Telex Operator's allowance since their assignment in the said job. Further case of the union is that Shri Ghosh and Shri Sarkar were verbally asked to operate Personal Computer (P.C.) with effect from 3-2-1989 and 1-3-1993 respectively in addition to the duties of Telex Operator and consequently they had to operate advanced and sophisticated 5 unit machine comprising (1) a monitor, (2) a central processing unit, (3) a key-board, (4) a printer and (5) a telex link. Union's case is that the job specification of operator of personal computer (P.C.) requires higher special allowance compared to that of the Telex Operators or operator for Advance Ledger Posting Machine (ALPM). The concerned workmen accordingly applied for higher special allowance of Rs. 350 per month payable to the operator of personal computer and the appropriate authority sanctioned their prayer with effect from 3-2-1989 and 1-3-1993 respectively. The authority concerned suddenly discontinued the said higher special allowance with effect from 21-8-1993 and asked both of them to refund the excess amount paid to them as personal computer operator as they were entitled to get only Rs. 145 as special allowance as Telex Operators. The Union accordingly prayed for restoration of the special allowance of Rs. 350 to the concerned workmen with effect from the date of discontinuance and preventing the management from recovery of the alleged excess amount.

4. Case of the union is resisted by the Bank by filing a written statement wherein certain preliminary points regarding maintainability of the reference were taken. It was alleged that the claim of the union being based on the alleged subsisting settlement/award, its claim ought to have been adjudicated by the Labour Court under Section 33C(2) of the Industrial Disputes Act, 1947 and if there is any doubt or difference in interpretation of the provision of the settlement/award, it should have been referred under section 36A of the Industrial Disputes Act, 1947. The Bank has further alleged that the concerned workmen were working as Typist-cum-Telex Operator and the Telex machine operated by them cannot be used for performing functions of the Advance

Ledger Posting Machine. The Bank has further alleged that at no point of time they were appointed as Personal Computer Operators and that the sum of Rs. 350 as special allowance was paid to them out of inadvertency. It's further case is that the operation of PCAT/PCT Mini Computers require higher skill/expertise in running such machines and these are operated by the officers of the Bank. It is further alleged by the Bank that in spite of the Bank's invitation to its employees to appear in a aptitude test the concerned workmen did not appear in the said test. The Bank accordingly prayed for dismissal of the claim of the union.

5. The union examined three witnesses including the two concerned workmen. The Bank also examined two witnesses. Certain documents were also produced by the parties in this case.

6. Heard the representative of the parties. They also filed written notes of argument which are kept with the record.

7. There is hardly any dispute regarding the facts of the case. WW-1, S. K. Ghosh stated in his evidence that he is making the claim of Rs. 350 as special allowance since in the personal computer he handles, he is to work with the same components required in the ALPM. He however admitted that he has no special training in the personal computer or in the ALPM. He also admitted that no letter was issued from the office appointing him as Telex-cum-P.C. Operator. WW-2, T. K. Sarkar also stated categorically that while in the Advance Ledger Posting Machine there are four components, namely, monitor, central processing unit, key board and printer, his personal computer machine is fitted with an additional component, namely, telex link. He further stated that the work in his machine is comparatively more difficult than the ALPM. He also admitted that no letter was issued upon him designating him as P.C. Operator and that he does not possess any certificate in respect of handling of personal computer machine. He also stated that since he is provided with the machine of Telex-cum-Personal Computer, he is bound to operate the machine though he is not getting special allowance for such operation. WW-3, Aloke Das is a Computer Operator. He was an ALPM Operator and he had not obtained any certificate from any institution for working in the ALPM. He of course, admitted that prior to his posting as ALPM Operator, he had to undergo a test held by the bank.

8. Of the two witnesses examined by the Bank, MW-1, Somnath Adhikary is a Senior Manager of Operations. He admitted that he had no occasion to supervise the work of the concerned workmen at any point of time directly. His evidence that the duties of the concerned workman were merely that of the Telex Operator, namely, sending and receiving telex messages cannot be accepted as he has no knowledge about the work of the concerned workmen. MW-2, Samir Kumar Ghosh is an Assistant Manager of the Administrative Department of the Bank. He said that the five posts of Computer Operator was granted for the first time in December, 1996 in terms of the memorandum of settlement dated 29-10-1993. He also stated that the concerned workmen participated in the test for appointment as Computer Operator but they failed to qualify themselves in the said test. He also could not say whether the Telex Machines of the concerned workmen were replaced on 3-2-1989 and 1-3-1993. He, however, admitted that the telex machines have four parts, namely, monitor, printer, key-board and central processing unit.

9. The workman S. K. Ghosh has produced one letter dated 1-6-1992 (Ext. W-1) from which it will appear that he claimed higher special allowance of Rs. 350 per month as he was operating personal computer since 3-2-1989. It appears from Ext. W-2 which is a letter written by the Chief Manager to him that the payment of special allowance of Rs. 350 was not payable to him as the matter was subjudice and he was directed to refund the money he received @ Rs. 350 per month from 3-2-1989 to 31-7-1993.

10. These are all the oral and documentary evidence produced by the parties in this case.

11. On the analysis of the evidence adduced by the parties in this case, it is clear that Shri Ghosh and Shri Sarkar were initially appointed as Telex Operators since 8-9-1985 and 2-1-1984 respectively. It has also not been disputed that the conventional single unit telex machine, then ope-

rated by the concerned workmen, were replaced by advanced and sophisticated five unit machine which contained a monitor, a printer, a key-board and a telex link and Shri Ghosh and Shri Sarkar were operating such five unit telex machine with effect from 3-2-1989 and 1-3-1993 respectively. In this connection the uncontroverted evidence of WW-2 that an Advance Ledger Posting Machine (ALPM) consists of four unit, namely, monitor, printer, key-board and central processing should also be remembered. It is an admitted fact that Rs. 350 was paid as special allowance per month to Shri S. K. Ghosh from 3-2-1989 and to Shri T. K. Saikar from 1-3-1993 and such payment of special allowance was withdrawn by a letter dated 21-8-1993 (Ext. W-2).

12. It is true that the concerned workmen have admitted that they have not undergone any aptitude test, nor any test for qualifying themselves to be appointed in the ALPM or in the personal computer. The question of appointment as operator of personal computer does not arise because admittedly the said posts came into existence only in 1996. In so far as appointment in ALPM is concerned, the workmen stated that they had not passed the said test. It is also admitted that as per settlement operator of ALPM is entitled to receive Rs. 350 and Telex Operator Rs. 145 per month as special allowance.

13. The moot point for consideration in this case accordingly will be whether the concerned workmen shall be entitled to get the special allowance of Rs. 350 per month even though they were not formally appointed as operator of personal computer of Advance Ledger Posting Machine (ALPM). I have already shown that it was not denied that the concerned workmen had operated five unit machine as claimed by them. The evidence of the concerned workmen regarding nature of the work performed by them in the advanced and sophisticated five unit machines was not also challenged in their cross examination. There is also no evidence on the part of the management to controvert them that they had not worked in the said five unit advanced and sophisticated machine. It may be that the management after consideration of the nature of the work performed by the concerned workmen granted special allowance of Rs. 350 per month to these workmen even though they were not formally appointed to the said post, nor had the training for operating these machines on the analogy that operators of ALPMs who operate only four unit machines are entitled to receive such allowance on the basis of the settlement.

14. Mr. Chattopadhyay, the representative of the union challenged the order of withdrawal of special allowance of Rs. 350 per month to the concerned workmen on the grounds, namely, that it is the nature of the work and not the nomenclature of the post occupied by an employee shall be the criterion for fixation of pay and allowance of an employee and that the management having granted Rs. 350 as special allowance for the said post, payment of such allowance becomes part of the service condition and it cannot be changed unilaterally by the management at its own sweetwill even though it may find subsequently that it was allowed mistakenly. Regarding payment of allowance in accordance with the nature of the work performed by the workmen, he drew my attention to paragraph 5.8 of the general rules of the bipartite settlement where it is stated that the workmen will get special allowance if he is required to perform duty/duties and/or undertake the responsibility listed against the categories irrespective of the designation/nomenclature or any general authority vested in him.

15. In support of his contention Mr. Chattopadhyay further referred the case of Central Bank of India v. Sirir Kumar Shaw, reported in 1976 (I) LLJ 90 wherein it was held by the Hon'ble Supreme Court that the workmen performing additional duty shall be entitled to special allowance which will be irrespective of the nomenclature of the post. Regarding his second contention that concession or allowance once given cannot be withdrawn unilaterally to the prejudice of the concerned workmen, Mr. Chattopadhyay referred to the case of Indian Oil Corporation v. its workmen, reported in 1975 II LLJ 319 wherein it is held that unilateral withdrawal of allowance by the employer adversely affects the interest of the workers. In that case the management having suddenly withdrawn the compensatory allowance. It was held by the Hon'ble Supreme Court that grant of that allowance is an implied condition of service and unilateral withdrawal of such

allowance was not permissible under Section 9-A of the Industrial Disputes Act, 1947. In the present case also the management having allowed the workmen to enjoy the said allowance for a considerable period of time that the right to receive such allowance became part of service condition and unilateral withdrawal of such allowance by the management without showing any reason whatsoever for such withdrawal not only amounts to high-handedness on the part of the management but also amounts to violation of Section 9-A of the Industrial Disputes Act, 1947.

16. It is therefore, clear that Mr. Chattopadhyay's contention that the workman shall be entitled to receive his pay and allowances in accordance with the work performed by him and not according to the nomenclature of the post he holds finds support not only from the bipartite settlement but also from the reported decision referred to above. This contention, therefore, must be accepted. Regarding his other contention that withdrawal of any allowance of the workman unilaterally by the management amounts to violation of service condition being supported by case laws, as mentioned above by me, the conclusion is inescapable that the management acted illegally in discontinuing such payment and directing the workmen to refund the excess amount.

17. In view of what goes above, I am to hold that the management of Allahabad Bank was not justified in discontinuing the payment of special allowance of Rs. 350 per month for Telex-cum-P.C. Operator to the concerned workmen. The management is accordingly directed to resume payment of such special allowance to these workmen with immediate effect and to pay the balance of the said amount after deducting the amount already paid to them from the date of discontinuance thereof.

This is my Award.

Dated, Calcutta,

The 25th June, 1998.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 10 जुलाई, 1998

का.आ. 1485.—औद्योगिक विवाद अधिा यम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-2, धनवाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-98 को प्राप्त हुआ था।

[नं. एल-12012/16/94-आई.आर. (वी.-2)]

सनातन, डैस्क अधिकारी

New Delhi, the 10th July, 1998

S.O. 1485.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, II, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 9-7-98.

[No. L-12012/16/94-IR(B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 77 OF 1994 (Old)

REFERENCE NO. 4 OF 1998 (New)

PARTIES :

Employers in relation to the management of
UCO Bank, Patna and their workmen.

APPEARANCES :

On behalf of the workmen : Shri B. Prasad,
State Secretary, UCO Bank Employees
Association, Patna.On behalf of the employer : Shri M. Manikie
Dy. Chief Officer, Law.

STATE : Bihar

INDUSTRY : Banking

Dated, Dhanbad, the 30th June, 1998

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 referred the following dispute to the Central Govt. Industrial Tribunal No. 1, Dhanbad vide Ministry's Order No. L-12012/16/94-IR. B-2 dt. 25th March, 1994. Subsequently vide Ministry's Order No. L-12012/016/94/IR(B-II), dated, the 31-12-97 the said dispute has been transferred to this Tribunal.

SCHEDULE

"Whether the action of the management of UCO Bank, Patna in dismissing Shri Shambhu Sharan Singh, Clerk-cum-Typist, from service w.e.f. 9-8-86 is justified? If not, what relief, is the workman entitled to?"

2. The concerned workman Shri Shambhu Sharan Singh, a dismissed employees of UCO Bank has prayed for reinstatement with full back wages etc. by making out a case in the W. S. through the union which may be stated as follows :—(a) The concerned workman was appointed as Clerk-cum-Typist in the UCO Bank on being selected in an interview in the year 1978 and he joined at Bermo branch of the Bank in the District of Giridih on 17-10-78. Since then the concerned workman was discharging his duties faithfully to the utter satisfaction of the superior and thereby exhibiting a brilliant service career in the Bank by performing duties in all most all the department of the Bank including saving department. While the concerned workman was so serving in the Bank one of the customer named Meghraj Singh developed a grudge against him. Thereafter the said Meghraj Singh arrived at Bermo branch of the Bank

on 26-4-84 with a view to deposit a sum of Rs. 1000 in his account and also for the purpose of getting entries in the Pass Book uptodate when on perusal of the entries in the Pass Book he found that a sum of Rs. 5000 was withdrawn and an entry to that effect was made in his Pass Book. He lodged a complaint with the Manager of the Bank in writing for such withdrawal and also lodged FIR with the Bermo Police alleging fraudulent withdrawal of the amount from his account. On receiving complaint from the customer the Bank management issued a chargesheet against the concerned workman and also placed him under suspension on 12-6-1984 asking him to show cause for the act of omission and commission mentioned in the chargesheet. The management also prepared a supplementary chargesheet and thereafter lodged a FIR on 2-1-85. The supplementary chargesheet in fact was issued on 29-5-85 alleging bogus credit entry of Savings Bank Account of Gendra Lal with direction to the concerned workman to show cause as against the charges mentioned in the supplementary chargesheet within 7 days from the date of receipt of the said communication. The concerned workman submitted his reply to those chargesheets denying charges levelled against him. While the concerned workman was under suspension. Criminal Trials were started against him in the Court of S.D.J.M. Bermo at Tenughat Camp being Bermo Police Case No. 51/84 and 4/85. The Bank management having full knowledge of beginning of such criminal trial ordered to hold the domestic enquiry against the concerned workman for identical charges levelled against the concerned workman in the criminal proceeding/trials. For that purpose the management appointed Shri K. N. Hariharan and P. B. Lal as Enquiry and Presenting Officer respectively by their letter dt. 30-8-85. The Enquiry Officer by letter dt. 2-11-85 asked the concerned workman to attend the domestic enquiry on 22-11-85 at Bermo branch of the Bank. The concerned workman opposed of holding of the domestic enquiry by raising preliminary point of objection and requested the Enquiry Officer to keep the domestic enquiry in abeyance pending conclusion of Criminal Trial on identical charges but the Enquiry Officer ignored such preliminary point of objection raised by the workman concerned and also abstained from passing any speaking order and thereby proceeded to hold the domestic enquiry exparte. The Enquiry Officer after holding exparte domestic enquiry and conclusion the same submitted his report to the management. The Divisional Manager of the Bank on receipt of the domestic enquiry report issued a letter dt. 28-6-86 to the concerned workman proposing punishment of dismissal from service by service of notice calling upon the workman to show cause within 15 days although he was the Appellate Authority as declared by order dt. 26-6-85 issued by the Chairman-cum-Managing Director. The Divisional Manager being not the disciplinary authority and yet while issuing letter for the proposed punishment of dismissal from service to the concerned workman did not supply the copy of the enquiry report and papers relating to the domestic enquiry held against him exparte. The concerned workman was thus not given fair opportunity to defend his case as against the proposed punishment of dismissal from service yet the concerned workman submitted his reply to the show cause on 24-7-86 to

the Divisional Manager of the Bank, Ranchi Division challenging the proposed order of dismissal of the service being not disciplinary authority rather the Appellate Authority. The Divisional Manager inspite of such specific objection of the concerned workman passed the final order of dismissal from service and conveyed the same to the Manager, Bermo branch of the Bank by his letter No. Misc.185/86 dt. 10-9-86 and the concerned workman thus stood dismissed with effect from 9-8-86 as per order of the Appellate authority and not of the disciplinary authority. Thereafter the criminal trial which commenced against the concerned workman finally concluded and the concerned workman was found not guilty of the charges levelled against him in the criminal trial for which he was acquitted of those charges by the judgement dt. 9-3-89 and 31-5-89.

(b) Following the order of acquittal from the Criminal case the concerned workman submitted a representation to the Alternate Officer-cum-General Manager, Personnel in the Head Office at Calcutta in November, 1989 praying for his reinstatement in the service of the Bank and also for granting him consequential benefits. In reply to the representation of the concerned workman the Divisional Manager of Ranchi Division by his letter dt. 11-1-1990 intimated the concerned workman that the matter was under consideration at the Head Office and that the final decision would be communicated to him in due course. The Zonal Manager of the Uco Bank at Patna finally informed the concerned workman on 28-1-1992 that the decision already taken about dismissal and conveyed to the concerned workman would stand. Thereafter the concerned workman approached the Bank management personally and through the union for his reinstatement in the service but all in vain. Finding no other alternative an industrial dispute was raised before the ALC (C) Patna on 4-8-93. The ALC (C) intervened in the matter and held conciliation proceeding on different dates but because of the uncompromising attitude of the management of the Bank the attempt for conciliation ended in failure on 18-11-93 for which the ALC (C) submitted a failure of conciliation report to the Govt. of India, Ministry of Labour, New Delhi on 12-1-94 as required under the provision of the I.D. Act. The Govt. of India on consideration of the failure of conciliation report submitted by the ALC(C) Patna formed an opinion about the existence of an industrial dispute and as such referred the same on framing a schedule as mentioned earlier for adjudication by the Tribunal. Hence the reference. The union for the concerned workman has claimed relief by way of reinstatement with full back wages and other consequential benefits to the concerned workman on the ground that the order of dismissal is illegal, unjustified and bad in law because of the fact that the domestic enquiry conducted by the Bank management was not at all fair and proper which violates the principles of natural justice. The domestic enquiry should have lower stayed when criminal trial commenced for identical charges against the concerned workman, the departmental enquiry was unfair on the part of the management for non-supply of the copies of the statement investigation report etc. which were the basis of the domestic enquiry. The domestic enquiry also

vitiated for non-supply of the list of documents, list of witnesses relied upon in support of the charges to the concerned workman along with the chargesheet and such domestic enquiry was conducted without any speaking order against the preliminary point of objection raised on the side of the workman. The union also challenged the fairness of the domestic enquiry on the ground of violation of the principles of natural justice for deciding the same *ex parte* without any order on the preliminary point of objection and also the validity of the order of dismissal passed by the Appellate authority and not by the Disciplinary authority and that too without supplying copy of the enquiry report etc. to the concerned workman and on all these grounds it has been prayed for that a direction may be issued upon the Bank management to reinstate the concerned workman in service with full back wages and consequential benefits with interest from the date of the suspension of the concerned workman to the date of dismissal and onwards, and for granting relief or reliefs as may be deemed fit and proper by this Tribunal.

3. The management through the Zonal Manager Uco Bank submitted a W. S. as against the W.S. submitted on the side of the workman wherein the management substantiated comments and also made admission etc. of the contents of each and every para of the W. S. and in doing so the management has admitted the contents of para 1 to 4, contents of para 34 to 37 and contents of para 10 as correct. But in respect of para-15 of the W.S. it has been stated that the criminal trial against the concerned workman were started on the basis of the FIRs lodged by Meghraj Singh and Genda Lal and those management brought those facts to the notice of the Police on receiving complaints from said Meghraj Singh and Genda Lal but at the same time the claim of the management is that the charges in the criminal trial and in the departmental proceeding being not identical, there was no scope to say further proceeding of departmental proceeding pending disposal of the criminal trial as claimed on the side of the workman by way of preliminary objection. The management has also challenged the satisfactory services of the concerned workman and has claimed in para-3 of the W.S. that on several occasions the action and activities of the concerned workman were found to be against the interest of the Bank. The management admitted the correctness etc. of the contents of para 13 of the W.S. filed on the side of the workman and at the same time the management has claimed in para-15 of their W.S. that inspite of the opportunities given to the workman he did not participate in the departmental proceeding for which the same was decided *ex parte* and in respect of the claim of the concerned workman about service of notice proposing dismissal from service and asking him to show cause issued by the Divisional Manager, Ranchi on 28-6-86 the same is correct but the claim of the concerned workman that the Divisional Manager of the Bank of Ranchi division was the appellate authority as per order of the Chairman-cum-Managing Director and yet he issued show cause as the disciplinary authority, it has been submitted by the management that originally the Manager of the Divisional Office Shri A. K. Chatterjee was appointed as discip-

linary authority and as Shri Chatterjee was on sick leave from 10-2-86 and there was no likelihood of his immediate return to duty there was restructuring in the office of the Bank but while Shri Chatterjee was proceeding on sick leave he could make no arrangement for any officiating officer in his place for which as per guideline issued by the Head Office of the Bank in such peculiar situation the next higher authority to which the disciplinary authority reported and in the instant case the Divisional Manager became the disciplinary authority and the next higher authority became the appellate authority and the Divisional Manager in his capacity as disciplinary authority and not as an appellate authority rightly directed the concerned workman to show cause against the proposal of dismissal from service. The allegation of the concerned workman about illegal sudden change of the disciplinary authority in this case is thus without any basis, because of the circumstances mentioned above i.e. the absence of Shri A. K. Chatterjee on sick leave. The management has claimed that the decision of the Hon'ble Supreme Court relied upon by the concerned workman in the W. S. has no application in the instant case. The allegations of non-supply of the enquiry report etc. are misconceived and erroneous. Similarly the management has also denied the irregularity in the matter of non-supply of investigation papers on the basis of domestic enquiry was started as those papers were not relied upon the course of domestic enquiry and for the purpose of disposal of the proceeding. The management, however, admitted the contents of para-29 of the W. S. filed on the side of the workman that so far his claim of acquittal in the criminal trial is concerned but at the same time the management has claimed that the order of acquittal was passed as there was no appropriate prosecution representation of the case on the side of the prosecution and with a view to justify the action of the management it has been claimed by the management that the management is not prohibited from initiating/continuing or concluding the disciplinary proceeding and thereby inflicting appropriate punishment to the concerned workman even after acquittal of such workman and in the instant case of the concerned workman in the criminal trial. The management has admitted the fact of claim of representation of the workman for reinstatement and also the content of para 31 and 32 of the W. S. filed on the side of the concerned workman. But according to the management such representation on the side of the workman was made at a belated stage. The management abstained from making any comments in respect of other paras and para 34 to 37 etc. and reiterated the claim that the nature of the charges of the criminal trial and the domestic enquiry against the concerned workman being not identical the management committed no wrong in proceeding with the domestic enquiry even at a stage when criminal trial against the concerned workman were going on. The management denied the allegations of intentional preparation of supplementary chargesheet against the concerned workman rather the management has claimed that the subsequent chargesheet is the second charges which has wrongly been interpreted as supplementary and ultimately the management has claimed that as the concerned workman did not participate in the domestic enquiry the papers relating to

the same could not be handed over to him although those were ready for delivery to the concerned workman. The management has claimed that the concerned workman made a confession in respect of the allegations of withdrawal of certain sums from the account of one of the customer Meghraj Singh which has been established as because the concerned workman subsequently deposited the amount in the Bank. The allegations of biasness etc. of the Enquiry Officer are all false and the same has been denied. Naturally the management has prayed for a finding and order to the effect that the order of dismissal against the concerned workman by the management were legal, valid and proper and the claim of the concerned workman for reinstatement with back wages etc. are not justified for which he should not be granted any relief and an Award should be passed accordingly.

4. The union on the side of the workman submitted a rejoinder as against the W. S. filed on the side of the management in which the union has prayed for rejecting the W. S. of the management for improper verification etc. of the same. In addition the union also submitted the comments as against the contents of different paras of the W. S. except in respect of para-1, 2, 4, 13, 20, 21, 22 and 24 on the ground that the contents of those paras required no comments. The union has claimed that the contents of para-3 of the W. S. of the management is not correct on the ground of vagueness etc. and claimed that the concerned workman had a brilliant service career and that he discharges his duties satisfactorily. In respect of para-5 the contention of the union is that the statement made therein are not only incorrect but far from truth. The claim of the union in respect of para-7 of the W. S. is that the same is misleading and false as the concerned workman never withdrew a sum of Rs. 5000/- from the account of Meghraj Singh as alleged by the management. Hand writing appearing in the relevant paper used for the purpose of withdrawal was compared and examined by the Police Laboratory, CID Bihar, Patna in connection with Bermo P. S. Case No. 51/84 dt. 28-4-84 and the experts gave their opinion against the management and the complainant of that case. The concerned workman has been acquitted in the Criminal case by the learned S.D.J.M., Bermo at Tenughat. The charges levelled against the workman by the management do not constitute any misconduct. The management had the scope of referring the matter to the out side agency for enquiry but for the reasons best known to them they failed to do so which is an instance of biased attitude of the management as against the concerned workman. Similarly the statement made in para-8 by the management is not correct. Second chargesheet by the management against the concerned workman was in fact a supplementary chargesheet prepared in motivated way. The first chargesheet was dt. 29-5-1995 in respect of certain events which took place on 3-10-83 whereas the supplementary or the second chargesheet was dt. 12-6-84 in connection with certain incidents which took place on 29-10-83 which could have been included in the first chargesheet. The chargesheet issued subsequently was with a view to implicate the concerned workman in a criminal case for which the management also filed FIR before issuing the chargesheet

dt. 29-5-85 in respect of bogus entries in the account of one Shri Ganda Ram in his S/B Account No. 9051/41 the allegation of fake credit etc. are all baseless. The entries made therein though mistaken the same was due to inadvertance for which criminal case was instituted against the concerned workman was dismissed by the Court of S.D.J.M. Bermo, Tenughat which is another circumstances to show that in fact the concerned workman never misused his position in the Bank and that the management never suffered any financial loss due to the activities of the concerned workman. The contents of para-9 of the W. S. is not relevant and is also incorrect. The Union has claimed that the contents of para-11 of the W.S. is also not correct. The charges in the criminal trial and in the department proceeding were in fact identical and that the statement made in para-12 is misleading and false in as much it has no where been mentioned in the W.S. that the Bank management appointed Bank's representative as Enquiry and Presiding Officer. The management should have stayed the domestic enquiry pending disposal of the criminal trial for identical charges pending against the concerned workman. The statement made in para-15 of the W.S. filed on the side of the management the claim of the union is that the Enquiry Officer never met the objection raised by the workman and failed to give reasonable opportunities to the workman to participate in the enquiry. Similarly according to the union in respect of the statement of para-16 the appointment of the disciplinary and appellate authority is misconceived in as much as order dt. 25-6-85 issued by the Chairman-cum-Managing Director that the Chief Executive-Officer UCO Bank i.e. the Manager of the Divisional Office was appointed as disciplinary authority and the Divisional head as appellate authority in case of a workman, the Manager of the Divisional Office was in fact the disciplinary authority and not the Divisional Head of the Divisional Office. The appellate authority cannot assume the charge of disciplinary authority and thereby functioned as such and also as the Appellate authority simultaneously which has been done in the case of the concerned workman. It is no part of the business of the officer of the Bank and in the instant case Shri A. K. Chatterjee to arrange for his substitute but in fact it was the duty of the next higher authority to arrange for substitute of Shri A. K. Chatterjee who went on sick leave but without doing so the Appellate authority assumed the jurisdiction of the disciplinary authority and inspite of preliminary objection raised on the side of the concerned workman praying for stay of the domestic enquiry proceeding pending disposal of the criminal trials going on against him for identical charges concluded the domestic enquiry and thereafter inflicted punishment in utter violation of the rules and against the principles of natural justice. The concerned workman was not provided with papers like enquiry report etc. decided ex parte against the concerned workman while serving notice upon him for the proposed punishment of removal from service by way of dismissal which is another irregularity. Then against it is also the claim of the union in the rejoinder that there was investigation in connection with the incident of so-called bogus entries and withdrawal of some of Rs. 5000 from the account of one Meghraj Singh and

the papers relating to that investigation were not furnished to the concerned workman before starting of even after starting domestic enquiry. It is immaterial whether the papers relating to the investigation of the matter was used for the purpose of deciding the enquiry or not. Those should have been supplied to the concerned workman. Similarly list of witnesses examined in the domestic enquiry, list of documents used in the domestic enquiry etc. were also not supplied to the concerned workman and the enquiry officer without giving any speaking order on the application of the concerned workman in respect of stay of further proceeding of the domestic enquiry during the pendency of the criminal trial against him for identical charges decided to proceed with the domestic enquiry ex parte in the absence of the concerned workman. Non-supply of the papers/documents, list of the witnesses papers relating to the enquiry before awarding/inflicting punishment etc. amount to an act of depriving the concerned workman of reasonable opportunity to defend his case and on all these grounds the union once again has prayed for granting relief to the concerned workman for reinstatement with full back wages.

DECISIONS AND REASONS

5. Both the parties adduced oral as well as documentary evidence in support of their respective case. The union on the side of the workman has examined the concerned workman only whereas the management has examined as many as 5 witnesses. They are Sunil Krishna Sarkar, an employee of the Bank who was attached to Bermo Branch of UCO Bank in 1988. He is MW-1, MW-2 Mahesh Prasad Pathak is another employee of the Bank who was also attached to Bermo Branch. So also MW-3 Kamleshwar Tiwary. MW-4 is the concerned customer Meghraj Singh who lodged FIR and lastly MW-5 Shri Chandra Mohan Singh is another employee of the Bank who joined at Bermo branch on 5-3-81. In addition to the oral evidence by examining above mentioned witnesses both parties have also produced a number of documents admitted in the evidence and marked as Ext. W-1 to W-14 on the side of the workman and Ext. M-1 to M-27 on the side of the management.

6. Before I enter into the discussion of the evidentiary value of the oral statement of the witnesses examined on each side it may be stated that there was hearing on preliminary point relating to the fairness etc. of the domestic enquiry started against the concerned workman and an order over the same was passed in which it has been held that the domestic enquiry against the concerned workman was not at all fair and proper vide order dt. 15-3-95. Perusal of the order will show that even after passing the order no application on the side of the management was filed seeking permission from the Tribunal to adduce additional evidence in connection with the domestic enquiry or for the purpose of proving charges levelled against the concerned workman. Be that as it may, the concerned workman, as I have already stated has posed himself as WW-1. His evidence is that he joined in the Bank's service as Clerk-cum-Typist in 1973 and was attached to Bermo Branch. On 29-10-83 while officiating as Special Assistant and was performing the duties of passing cheque and verifying signature of the

account holders. He has denied the correctness of withdrawal of a sum of Rs. 5000 from the account of Meghraj Singh. He came to know about a FIR by the said Meghraj Singh and thereafter the Police arrived in the Bank and the members of the staff were introduced to the Police Officers including the witness. The witness has stated that writing in the withdrawal form the account of Meghraj Singh was of his own hand writing. It is also his evidence that the withdrawal form of the account of Meghraj Singh was sent by the Police to the Forensic Department Patna for verification of the signature but in the meantime the development which took place is that the Branch Manager threatened this witness and directed him to deposit the sum of Rs. 5000 in the account of Meghraj Singh for which on being threatened with dire consequences by the Branch Manager the witness had to deposit such sum but under compulsion. Thereafter the witness had deposed how he was placed under suspension without service of any show cause notice etc. and how the 2 Nos. of chargesheets were issued by the management. How the appellate authority assumed the jurisdiction of the disciplinary authority and the manner etc. in which he was dismissed and thereby removed from service. The witness has also stated that after disposal of the criminal trials started against him with an order for acquittal he requested the management for his reinstatement but the management turned down his prayer for which he had no alternative but to raise an industrial dispute before the ALC(C) Patna. This is the sum and substance of the evidence adduced by this witness. So many questions were put to this witness about certain wrong entries in the Pass Book of Megh Raj Singh etc. and also about the particulars of the disciplinary authority as well as the appellate authority but without any suggestion or specific question for the purpose of proving that the appellate authority did not assume the jurisdiction of the disciplinary authority. Careful consideration of the statement of the witness during his cross-examination thus clearly shows that in fact nothing came out from his lips to justify the action of the management taken against him or even for the purpose of proving that these were proper legal and valid. The management as I have already stated has adduced oral evidence by examining as many as five witnesses out of whom four witnesses were are Bank employees while another named Meghraj Singh is the complainant of the Criminal case alleging forgery against the concerned workman. Out of those witnesses MW-1 Sunil Krishna Sarkar has stated nothing as against the concerned workman but what he has stated is that he knew the concerned workman who was working at Bermo Branch and that the management issued a charge-sheet against him for which a departmental enquiry took place against the concerned workman over which in fact there is no dispute. During cross-examination it was suggested to this witness that in fact he made to depose in this case in favour of the management under pressure though the witness denied the same and had to admit that he was directed to depose in the case as witness on the side of the management and that before his arrival in the Tribunal for the purpose of his examination he was shown some papers in connection with the reference. The evidence of this witness thus does not help the management in any way. The next witness is Mahesh Prasad Pathak,

another employee of the Bank attached to the Bermo branch. His evidence is that the concerned workman Shambhu Sharan Singh was also attached to Bermo Branch of the Bank as a Clerk in the year 1984 and that once he was officiating as a Special Assistant in the year 1984. He has proved photo copy of the original withdrawal slip which was passed by the concerned workman Shri Shambhu Sharan Singh under his signature and as per the claim of the witness the concerned workman Sambhu Sharma Singh also verified the signature of the drawer which was of one Meghraj Singh the holder of the S. B. Account. During cross-examination the witness has stated that of the material time the concerned workman was the President of the Union (B.S.U. co. E.B.A.) at Bermo branch and that as President he used to take up the matters in connection with the members of the staff with the Manager of the branch for which sometimes altercations between him and the Branch Manager took place and that when Meghraj Singh complained against the concerned workman of alleged withdrawal of Rs. 5000/- from his account an official team from outside agency arrived and investigated the matter. The witness also stated during cross-examination that sometimes certain wrong entries were made by the concerned workman in the ledger by mistake which was subsequently corrected and in the concluding part of the cross-examination the witness has categorically stated that as a serving employee of 14 years in the Bank what he found is that in case if any officer goes on leave arrangement for somebody for the purpose of officiating in that post is done like that of MW-1. This witness has also denied the suggestion that he posed himself as MW under pressure but at the same time he admitted that on the very day of the examination in the morning he met the Law Officer of the Bank who told him the questions which would be put to him during examination as well as the answers which he would be required to give. This statement of the witness is another circumstance to show the attitude of the management against the concerned workman. The next witness is Kamleshwar Tewary, MW-3 another employees of the Bank attached to Bermo branch. He has proved a letter marked Ext. M-12/1 and nothing more. During cross-examination the witness has admitted that he knew that a Police case was started against the concerned workman and the Police visited the branch of the Bank for the purpose of investigation. A question was put to the witness as to whether one Shri Mishra told him and other that the name of this witness as well as others should also be dragged in the Police case if they refuse to give in writing something as per direction of the Manager to which the witness answered that after arrival of the Police in connection with the investigation of the Police case against the concerned workman the Manager of the Branch of the Bank told him as well as others to give writing what they knew about the incident which the witness as well as other did and the same is Ext. M-12/1. The next witness is Shri Meghraj Singh, MW-4 who is an Account Holder from whose account a sum of Rs. 5000/- was allegedly withdrawn by forgery. His evidence is that he lodged a complaint against the Branch of the Bank for withdrawal of Rs 5,000/- from his account which he came to know on 27-4-1984. The witness has proved the

the photocopy of the withdrawal slip with the help of which the said sum of Rs. 5,000/- was withdrawn from his account slip that he denied the handwriting of the said withdrawal slip that of his own including the signature. What the witness deposed is that after making complaint to the Manager for such withdrawal of sum of Rs. 5,000/- he lodged complaint with Police but under advice or saying of the Manager as the Manager told him that the said sum of Rs. 5,000/- was entered in his account. During subsequent stage of his examination-in-chief the witness has claimed that he had grievance against the Bank and not against any particular staff. The evidence of this witness during examination-in-chief is sufficient to show the background of lodging information with Police levelling specific allegations against the Branch and not against the concerned workman yet the concerned workman was implicated in a criminal case. During cross-examination also the witness has stated that he lodged FIR against the Bank and not against any member staff and that he was given Rs. 5,000/- just after lodging FIR which was credited in his account. He also expressed his inability to say if the concerned workman was in charge of Saving Bank when the alleged withdrawal took place but the witness stated during cross-examination he had no doubt against any member staff for such withdrawal of Rs. 5,000/- from his account. Careful consideration of the evidence of this witness shows that in fact he lodged information with the Police alleging forgery in connection with certain amount of withdrawal from his S/B account not against the concerned workman but against the Branch of the Bank at Bermo yet for the reasons best known to the management the concerned workman was not only implicated in criminal cases but was also placed under suspension after service of chargesheets and the last witness is Chandra Mohan Singh MW-5. He is in fact a formal witness and as proved certain documents such as Ext. M-12, 3, M-13 etc. But during his cross-examination the witness has categorically stated that he did not witness the concerned workman making withdrawal of a sum of Rs. 5,000/- from the account of Meghraj Singh or that the concerned workman was making any entry in the S/B account of Genda Lal. Lastly he has stated that in fact he reported to the Tribunal for the purpose of giving evidence under direction from the management in writing in the form of a letter and like that of other witness the evidence of this witness is also of no help to the management denying the action taken against the concerned workman right from the time of initiation of the domestic enquiry till the time of refusal for reinstatement after his acquittal in the Criminal Trials.

7. Learned Advocate on the side of the management submitted much about success in the matter of proving the case as against the concerned workman and thereby it was submitted that the order passed against the concerned workman dismissing him from service is quite justified in view of the conduct of the concerned workman in practising fraud and by doing forgery for the purpose of misappropriation of a sum of Rs. 5000/- from the account of one of the customer and of making bogus entry in the account of another customer resulting not only is any financial loss but it told adverse upon the interest of the Bank resulting in loss and faith upon the

management by the customers like account holders of the Bank. It was also submitted by learned Advocate that since the concerned workman confessed the commission of the offence like forgery and practice of fraud by depositing the sum of Rs. 5000 in the account of Meghraj Singh is a circumstance which goes against the concerned workman and on that ground also the action taken on the part of the management is quite justified. I, however, on due consideration of the submissions made on behalf of the respective parties as well as the evidence on record and facts and circumstances of the case, find myself unable to do one with learned Advocate in as much as WW-1 the concerned workman categorically and unequivocally stated during his examination in the Court that the deposited the amount of Rs. 5000/- with a view to credit the same in the S/B account of Meghraj Singh, the defacto complainant in one of the criminal case at the point of threatening of the Branch Manager of the Bank. The management through their lawyer during cross-examination made much effort to belie or to contradict the same but such attempt of the learned Advocate during cross-examination ended in failure. The evidence of all other witnesses examined on the side of the management also is of no help to the management for the purpose of proving that in fact the concerned workman as the employee of the Bank fraudulently and by making forgery withdraw the sum of Rs. 5000/- from the S/B account of one of the customer Meghraj Singh. The management remained silent about the fate of comparison of the handwriting in the withdrawal slip by which the amount was withdrawn from the account of Meghraj Singh with that of the concerned workman by the Handwriting expert of the Police department but the report of such comparison of the handwriting expert went against the management. In addition, the management also made no attempt to adduce oral evidence to disprove the allegation of WW-1 about the so-called threatening of the Branch Manager at the point of which he was compelled to deposit the said sum of Rs. 5000/- in the account of Meghraj Singh by producing and examining the then Branch Manager in which he was posted. All these facts and circumstances and the evidence lead to the only conclusion that in fact the deposit of sum of Rs. 5000/- though made by the concerned workman but the same was done at the point of threatening. It is true that as per evidence of WW-1 there was some mistaken entries in the account of another customer named Genda Lal but the same as per evidence of W. W-11 was a mistaken one through inadvertence. There is nothing on record to show that such entries describing as bogus entries on the side of the management by the concerned workman in the account of the customer named Genda Lal was intentional. Then again since the concerned workman has been relieved of the charges in the criminal trial in two numbers of criminal cases finding him to be not guilty followed by the order of acquittal though described as discharge because of non-production of material witness on the side of the prosecution in the Court the management should have considered the case of the concerned workman sympathetically by giving due consideration whether any punishment other than dismissal should have been sufficient with a view to meet the ends of justice. The papers produced on the side of the management are not suffi-

cient to reflect that there was an such condieration on the side of the management.

8. The departmental enquiry started against the concerned workman was proceeding simultaneously when the criminal case started against the concerned workman at the instance of Meghraj Singh and another on the basis of the information lodged with Police by the management and since it has not been denied that the concerned workman prayed before the Enquiry Officer for stay of further proceeding of the domestic enquiry pending disposal of the criminal cases against him, the Enquiry Officer abstained from passing any speaking order on the prayer of the concerned workman. It is true that as per decision of the Hon'ble Rajasthan High Court reported in 1994 Lab. I. C. Page 596 that there is no bar in continuation of simultaneous departmental enquiry proceeding and criminal trial unless the delinquent does not make efforts to get either proceeding stayed. I fail to understand how this decision helps the management in any way in as much as it has not been disputed that the concerned workman prayed before the Enquiry Officer for stay of further proceeding of the domestic enquiry pending the conclusion of the criminal trial which was in fact not allowed. Then again the question of inflicting punishment by an authority come to the picture and here also it has not been disputed that in fact the punishment of dismissal was inflicted upon the concerned workman by the Appellate authority by assuing the jurisdiction of the disciplinary authority depriving the delinquent of his right to appeal against the order of dismissal. Even in this case if I ignore all these defects in that case also when the concerned workman has been acquitted of the charges levelled against him in the criminal case I am unable to hold that the action of the management in dismissing the concerned workman on the basis of the report of the enquiry officer in exparte form was at all justified. Another decision relied upon by the learned Advocate for the management which is of Hon'ble Supreme Court reported in 1996 Lab. I. C. page 1056 having no simlie with the facts and circumstances of the case has no application in the instant case. So many other matters were included in the written argument submitted by the respective parties and I do not find any justification to re-open discussion in respect of those again and again.

9. Thus on consideration of the written argument, submitted on the side of the respective parties, the verbal submissions made on each side the evidence both oral and documentary etc. I cannot but come to the only conclusion that the order of dismissal passed by the management against the concerned workman in view of the order of acquittal in the criminal case was not justified. The concerned workman is, therefore, entitled to an order for reinstatement with effect from 9-8-1986 but since there was some delay in raising the dispute though not inordinate without any order for back wages but with continuation of service and with further benefit of acquiring annual increment etc. The concerned workman is thus entitled to the relief in the manner and in the form as mentioned above. I direct the management to reinstate the concerned workman in service within 60 days from the date of 1882 GI/98—11

publication of this Award in the Official Gazette with the benefit of continuation of service for the purpose of granting/allowing annual increment and other benefits as admissible under the rules.

10. This is my Award.

B. B. CHATTERJEE, Presiding Officer.

नई दिल्ली, 10 जुलाई, 1998

का.या. 1486.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण कोलम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-98 को प्राप्त हुआ था।

[सं. एल-17012/31/91/आई.आर. (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 10th July, 1998

S.O. 1486.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kollam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 9-7-98.

[No. L-17012/31/91/IR(B-II)]

SANATAN, Desk Officer.

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, KOLLAM

(Dated, this the 23rd day of June, 1998)

PRESENT

SRI. C. N. SASIDHARAN

INDUSTRIAL TRIBUNAL

IN

INDUSTRIAL DISPUTE NO. 35/97

BETWEEN

The Senior Divisional Manager, Life Insurance Corporation of India, Divisional Office, Jeevan Prakash, Pattam, Trivandrum-695004.

(By Sri. R. S. Kakura, Advocate, Trivandrum)

AND

Sri. B. Sreedharan Pillai, General Secretary, Insurance Employees Union,

C/o L.I.C. Divisional Office, Pattam, Trivandrum 695005

(By M.S. Vijayachandra Babu, Advocate, Trivandrum)

AWARD

The Government of India by order No. L-17012/31/91-IRB-II dated 28-10-1997 have referred this Industrial dispute for adjudication.

The issue for adjudication is the following :—

“Whether the proposal of the management of Life Insurance Corporation of India to refix the salary of Sh. K. R. R. Nair, Assistant as well as to withdraw the graduation increment granted to him is legal and justifiable? If not, to what relief the workman is entitled to ?”

2. This Tribunal has not received the above said reference order. Subsequently the High Court has directed this Tribunal to consider the question involved in this dispute and also fixed a time limit. The High Court has made such a direction stating in the judgement that this dispute is pending before this Tribunal. But this dispute was not pending here. Hence this Tribunal waited for the reference order. But that was not received. Finally the workman involved in this case has filed a copy of the reference order and on the basis of which this Tribunal has registered the present case. That is one of the reason for the delay in disposing this case.

3. Though the High Court has fixed a time limit the parties failed to Co-operate in disposing the case in right time. Due to oversight and due to the fact that this Tribunal has not received the reference order this Tribunal also could not dispose this case within the time limit. The workman took 5 months to file his statement. Thereafter the management has filed their counter statement only today though the case was taken up for hearing on the preliminary as directed by the High Court. Today, when the case was taken up for hearing on the preliminary point as directed by the High Court, the workman prayed for adjournment without stating any sufficient reason. That prayer was rejected since the time limit fixed by the High Court was already over and the parties failed to get the time extended from the High Court.

4. Since both sides failed to Co-operate with this Tribunal in disposing the case in time, the Tribunal is compelled to pass this award. As the workman failed to establish his case no relief can be granted.

5. In the result, an award is passed holding that the workman is not entitled to get any relief in this reference

C. N. SASIDHARAN, Industrial Tribunal

नई दिल्ली, 7 जुलाई, 1998

का.आ. 1487—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिमूचना संख्या का.आ. 937 दिनांक 27 मार्च, 1997 का अधिक्रमण करते हुए, यह निदेश देती है कि उक्त अधिनियम की धारा 17 की उपधारा (1) के

खंड (क) अथवा खंड (ख) के अधीन छूट प्राप्त किसी स्थापना के अथवा कर्मचारी भविष्य निधि योजना, 1952 के पैरा 27, या पैरा 27-क अथवा जैसी भी स्थिति हो के अधीन छूट प्राप्त किये किसी कर्मचारी या कर्मचारियों के वर्ग के संबंध में प्रत्येक नियोजक ऐसे स्थापना अथवा यथास्थिति ऐसे कर्मचारी या कर्मचारियों वर्ग से संबंधित मासिक भविष्य निधि अभिदानों का अंतर उस मास के समाप्त होने से 15 दिन के भीतर उस स्थापना के संबंध में सम्यक् रूप से गठित न्यासी बोर्ड को करेगा और उक्त न्यासी बोर्ड नियोजक से उक्त अभिदायों की प्राप्ति की तारीख से दो सप्ताह की अवधि के भीतर स्थापना अथवा यथास्थिति कर्मचारी या कर्मचारी वर्ग से संबंधित भविष्य निधि संचयन अर्थात् अभिदान, व्याज और अन्य प्राप्तियों को किन्ही बाध्यकर देनदारियों को कटौती करने के बाद निम्न व्यवस्था के अनुसार त्रिनिहित करेगा अर्थात् :—

निवेश पैटर्न	निवेश किये जाने वाली राशि का प्रतिशतांक
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(1) केन्द्रीय सरकार प्रतिभूतियां जैसा कि लोक उप अधिनियम, 1944 की धारा 2 में परिस्थापित किया गया है।	पच्चीस प्रतिशत
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(2) (क) किसी राज्य सरकार द्वारा सृजित और जारी की गई सरकारी प्रतिभूतियां जैसा कि लोक उप अधिनियम, 1944 (1944 का 18) की धारा 2 में परिभाषित किया गया है, तथा/अथवा	पन्द्रह प्रतिशत
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(ख) ऐसी अन्य परक्राम्य प्रतिभूतियां जिनकी मूल राशि तथा उसके व्याज को केन्द्रीय सरकार अथवा किसी राज्य सरकार द्वारा पूरी तरह से बिना शर्त गारंटी प्रदान की जाती है, उनमें निम्नलिखित 3(क) के अन्तर्गत प्रतिभूतियां शामिल नहीं है,

(3) (क) कंपनी अधिनियम की धारा 4(क) के अन्तर्गत यथा विनिर्दिष्ट “सार्वजनिक वित्तीय संस्थाओं, सार्वजनिक क्षेत्र के बैंकों और आधारभूत ढांचा विकास वित्त कंपनी लिमिटेड सहित आयकर अधिनियम, 1961 की धारा 2 (36-क) में यथा-परिभाषित सार्वजनिक क्षेत्र की कंपनियों के बांड प्रतिभूतियां, और या	चालीस प्रतिशत
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(ख) सार्वजनिक क्षेत्र के बैंकों द्वारा जारी जमा राशियों के प्रमाण पत्र

(4) न्यासियों द्वारा यथा-निर्धारित वीस प्रतिशत उपरोक्त तीन श्रेणियों में से किसी में निवेश किया जायेगा।

(5) अपने जोखिम-प्रतिफल की सभावनाओं का मूल्यांकन करने के बाद उपर्युक्त (4) में से 10 प्रतिशत तक उन निजी क्षेत्र के बांड/प्रतिभूतियाँ में निवेश कर सकते हैं, जिनकी कम से कम दो लाख निर्धारण एजेंसियों से निवेश ग्रेड का दर निर्धारण प्राप्त हो।

2. कोई भी धनराशियाँ जो पूर्व में किये गये निवेशों की परिपक्वता प्राप्त होती है, यहां ऐसी धनराशियों में से आवश्यक व्यय को घटाकर उन्हें अधिसूचना में निर्दिष्ट निवेश पद्धति के अनुसार निवेशित किया जायेगा।

3. विशेष जमा योजना से मिलने वाले ब्याज को इसी विशेष जमा योजना में निवेशित किया जायेगा। इसी तरह अन्य श्रेणियों के अन्तर्गत प्राप्त ब्याज को उसी श्रेणी में पुनः निवेशित किया जायेगा।

4. उपर्युक्त पैराग्राफों में यथा परिकल्पित निवेश पद्धति वित्तीय वर्ष के अन्त में लागू की जा सकती है तथा 01 अप्रैल, 1998 से प्रभावी होगी।

[फाइल संख्या जी-20015/2/93-एस.एस.-II]

जे.पी. शुक्ला, अवसर सचिव

MINISTRY OF LABOUR

New Delhi, the 7th July, 1998

S.O.1487.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) and in supersession of the Notification of the Government of India, Ministry of Labour No. S.O. 937 dated the 27th March, 1997 the Central Government hereby directs that every employer in relation to an establishment exempted under Clause (a) or Clause (b) of Sub-section (i) of Section 17 of the said Act or in relation to any employee or class of employees exempted under paragraph 27, or as the case may be, paragraph 27A of the Employees' Provident Funds Scheme, 1952 shall transfer the monthly provident fund contribution in respect of the establishment or, as the case may be of the employee or class of employees within fifteen days of the close of the month to the Board of Trustees duly constituted in respect of that establishment. and that the said Board of Trustees shall invest every month within a period of two weeks from the date of receipt of the said contributions from the employee, the provident fund accumulations in respect of the establishment or as the case may be, of the employee, or class of employees that is to say, the contributions,

interest and other receipt as reduced by any obligatory outgoings in accordance with the following pattern, namely :—

INVESTMENT PATTERN

- | | Percentage amount
to be invested |
|--|-------------------------------------|
| (i) Central Government Securities as defined in section 2 of the Public Debt Act, 1944; | Twenty Five percent |
| (ii) (a) Government Securities as defined in Section 2 of the Public Debt Act, 1944 (18 of 1944) created and issued by any State Government; and/or
(b) Any other negotiable securities the principal whereof and interest whereon is fully and unconditionally guaranteed by the Central Government or any State Government except those covered under iii (a) below. | |
| (iii) (a) Bonds/Securities of 'Public Financial Institutions' as specified under Section 4(a) of the Companies Act; "Public Sector Companies as defined in Section 2(36-A) of the Income Tax Act, 1961 including public sector banks and the Infrastructure Development Finance Company Limited (IDFC); and/or
(b) Certificate of deposits issued by public sector banks. | Forty percent |
| (iv) To be invested in any of the above three categories as decided by the Trustees. | Twenty Percent |
| (v) The Board of Trustees, subject to their assessment of the risk-return prospects, may invest upto 10% out of (iv) above, in private sector bonds/securities which have an investment grade rating from at least two credit rating agencies. | |

2. Any moneys received on the maturity of earlier investments reduced by obligatory outgoings, shall be invested in accordance with the investment pattern prescribed in this Notification.

3. Interest received on the Special Deposits Scheme shall be invested in the Special Deposits Scheme itself. Similarly, interest received under other categories shall be re-invested in the same category.

4. The investment pattern as envisaged in the preceding paragraphs may be achieved by the end of a financial year and is effective from the 1st April, 1998.

[F. No. G-20015/2/93-SS-II]
J.P. SHUKLA, Under Secy.

नई दिल्ली, 10 जुलाई, 1998

का.आ. 1488.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (vi) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 274 दिनांक 16 जनवरी, 1998 द्वारा यूरेनियम उद्योग को उक्त अधिनियम के प्रयोजनों के लिये 16 जनवरी, 1998 से छह मास की कालावधि के लिये लोक उपयोगी सेवा घोषित किया था ;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिये बढ़ाया जाना अपेक्षित है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (i) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिये 16 जुलाई, 1998 से छह मास की और कालावधि के लिये लोक उपयोगी सेवा घोषित करती है।

[फा.सं. एस-11017/9/97-आई०आर० (पी.एल.)]

एच.सी. गुप्ता, अवसर सचिव

New Delhi, the 10th July, 1998

S.O. 1488.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 274 dated 16th January, 1998 the Uranium Industry to be a public utility service for the purpose of the said Act, for a period of six months from the 16th January, 1998 ;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months ;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility

service for the purposes of the said Act for a period of six months from the 16th July, 1998.

[No. S-11017/9/97-IR (PL)]

H. C. GUPTA, Under Secy.

नई दिल्ली, 10 जुलाई, 1998

का.आ. 1489.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6/7/98 को प्राप्त हुआ था।

[सं. एल-42012/34/85 डी II (बी)]

लौली माऊ, डैस्क अधिकारी

New Delhi, the 10th July, 1998

S.O. 1489.—In pursuance of Section 17 of the Industrial disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Govt. Industrial Tribunal Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 6-7-98.

[No. L-42012/34/85-DII(B)]

LOWLI MAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT CALCUTTA

Reference No. 63 of 1986

PARTIES:

Employers in relation to the management of
Food Corporation of India, Gauhati.

AND

Their workmen

PRESENT:

Mr. Justice A. K. Chakravarty Presiding Officer.

APPEARANCE:

On behalf of Management—Mr. A. N Mitra,
Advocate.

On behalf of Workmen—Mr. H. Rahman,
Advocate.

STATE : Assam.

INDUSTRY : Food Corpn.

AWARD

By Order No. L-42012/34/85-D.II(B) dated 8th September, 1986 the Central Government in exercise of its power under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Food Corporation of India to stop work of Sh. Ram Pukar Rai & 41 other workmen of FCI Depot, Dibrugarh, given in the list with

effect from May, 1982 is justified? If not, to what relief the workmen are entitled?"

Annexure

1. Sri Rampukar Rai
2. „ Sathoo Das
3. „ Gogendra Saha
4. „ M. Rafique
5. „ Anup Pasuan
6. „ Mahabir Rai—(1)
7. „ Latan Rai
8. „ Rajendra Rai—(1)
9. „ Hari Rai
10. „ Krishna Rai
11. „ Bhajan Rai
12. „ Ramlal Rai
13. „ Ramji Rai
14. „ Bhikhari Shah
15. „ Chandreswar Mahato
16. „ Sakal Rai
17. „ Md. Osman Mia
18. „ Kintan Kuli
19. „ Sagar Mahato
20. „ Batahu Rai
21. „ Brahma Deo Bhagat
22. „ Md. Sattar Mia
23. „ Sahid Mia
24. „ Aiwaj Mia
25. „ Rajendra Rai(2)
26. „ Rampukar Rai(2)
27. „ Parod Rai
28. „ Mahindra Rai(2)
29. „ Brinadan Rai
30. „ Sukdeo Rai
31. „ Amuriddin
32. „ Md. Aziz Mia
33. „ Jhapash Ram
34. „ Mohan Rai
35. „ Nathani Ram
36. „ Parameshwar Rai
37. „ Panchoo Rai
38. „ Kapildev Rai (2)
39. „ Ramnandan Saha
40. „ Ramnandan Rai
41. „ Hirde Rai
42. „ Jugal Rai

2. The instant reference has arisen at the instance of Food Corporation of India Worker's & Employees' Union for stopping the work of 42 of its members, as mentioned in the annexure to the Schedule of reference by the management of Food Corpn. of India.

3. Union's case, in short, is that the concerned 42 workmen were previously employed and working under the Regional Director of Food and when Food Corporation of India (in short FCI) came in existence in 1965 they were taken over and absorbed by the FCI. Their main job was loading, unloading and

stacking of foodgrains and other commodities of FCI at its Dibrugarh Depot. There were 56 workers at the Dibrugarh Depot of FCI and all of them were members of the Food Corporation of India Worker's Union. Since this union was not doing justice to the workers, the present union was formed in the year 1981. After the formation of the present union 42 workers out of 56 workers of Dibrugarh Depot of FCI joined the present union alongwith their Sardar and leader Shri Rampukar Rai and the remaining 14 workers alongwith their Sardar and leader Shri Duli Rai remained with their old union. Management of FCI become extremely annoyed at the formation of the present union and started persecuting its members in spite of protest by the concerned workmen against allotment of works of the members of the present union through Duli Rai and to pay their wages through Duli Rai instead of their Sardar Rampukar Rai management refused to do the same and continued to pay Duli Rai their wages for harassing them. Since these workmen were not receiving payment through Duli Rai, the workman made representation to the Zonal Manager on 19-1-1982 for separate allotment of work and payment through their own sardar. They also complained that they had not been receiving any payment through Duli Rai, the Sardar of the old union. The Zonal Manager did not pay any heed to their representation. Thereafter these 42 concerned workers were dismissed by the local authorities of FCI at Dibrugarh Depot arbitrarily. No letter or chargesheet or show cause notice was issued upon them, nor any reason or ground was shown to them in respect of their summary dismissal from service. The union alleges that the service of these workmen were dismissed arbitrarily with a view to wreak vengeance for formation of the rival union.

All attempts of the union to settle the matter amicably having failed, an industrial dispute was raised before the Labour Enforcement Officer-cum-Conciliation Officer, Government of India at Dibrugarh, Assam where the parties agreed that the concerned workmen shall be taken back in their services. The Assistant Manager (Pay) requested Duli Rai to allow Rampukar Rai and the concerned workmen to work in the Dibrugarh Depot, but in spite of the said letter they were not allowed to join their duties. The union thereafter filed a writ petition in the Gauhati High Court and it directed the union to move the Tribunal for their relief. The union referred the matter to the Assistant Labour Commissioner (Central) as per direction of the Gauhati High Court and all attempts of conciliation having failed, the matter was referred to the Central Government, which referred the matter to this Tribunal for adjudication by way of present reference. The union accordingly prayed for reinstatement of the concerned workmen with back wages from May, 1981.

4. The case of the management of the FCI, as it appears from its written statement, is that Duli Rai, since deceased, was the labour sardar of the recognised Labour union. As and when the wagons carrying foodgrains arrived at Food Storage Depot, Dibrugarh, he used to arrange loading/unloading of foodgrains at the Depot by engaging labourers. He used to submit monthly bills to the FCI on the basis of the volume

of work carried out during each month and payment in terms of such monthly bills used to be made to the sardar on verification. As a measure of caution the sardar was required to submit an acquittance roll showing the names of the labourers engaged and also the amount of money paid to each of them as a check against any complaint by any of the labourers engaged by him alleging non-payment of wages. Duli Rai was authorised sardar to receive payment from the FCI for disbursement of payment to the labourers engaged by him. The management has denied that it had appointed any of the 42 concerned workmen or that it had dismissed or removed them from service since May, 1981. The management accordingly alleged that there was no question of issuing any show-cause notice or any chargesheet to the concerned workmen as the FCI neither appointed nor removed them from their service. The management accordingly alleged that since there was never any master and servant relationship between the management and the concerned workmen, there cannot be any question of granting the relief as prayed for by the union. The management accordingly prayed for dismissal of the claim of the union.

5. In its rejoinder, the union has alleged that in FCI there were three modes of payment, namely, departmental workers who were directly recruited and paid, through direct payment system where the workers were recruited directly but paid through Sardar and contract labour system where the workers were employed and paid through contractors. It is alleged that the concerned workmen, falling in the second category of workers, were recruited directly by the management but paid through sardars. Rest of the averments in the rejoinder are merely repetition of the allegations of the union in its written statement.

6. Heard Mr. H. Rahaman, learned Advocate appearing for the contesting union and Mr. A. N. Mitra, learned Advocate appearing for the management.

7. The most point for consideration in this case is whether the concerned workmen were direct employees of the FCI at any point of time. The union's case in this matter, as stated above, is that initially the concerned workmen were the employees in the Regional Director of Food and in 1965 when the FCI came into existence they were taken over and absorbed by the FCI. The only witness examined on behalf of the union is Bhajan Rai, one of the concerned workman. There is nothing in his evidence to show that he is deposing on behalf of the other workmen who are directly concerned in this reference. There being thus no evidence on behalf of the other workmen, the case of the other workmen is liable to be dismissed in the absence of any evidence in their favour. Even assuming that all the workmen are contesting the case through their mouth-piece Bhajan Rai, still then, I find that there is hardly any evidence in this case to prove the existence of master and servant relationship between the management of FCI and the concerned workmen. In the opening of his examination in chief WW-1 Bhajan Rai stated that he was working in the office of the Regional Director of Food at Dibrugarh. There is neither any written nor oral evidence to cor-

borate him on this point. He stated thereafter that when this Regional Directorate of Food was abolished and FCI came into existence, he was taken into the FCI. Here again, there is no evidence, neither oral or documentary, to corroborate him. The story of the union as to how the concerned workman became the employees of the FCI therefore has not been proved.

8. The management's case, on the other hand, is that Duli Rai (since deceased) was the labour sardar of the recognised labour union and he used to engage labourers for the purpose of loading and unloading of foodgrains and it was he who used to pay his labourers their remuneration and such payment to the individual workman by him used to be verified by the management of the FCI for the purpose of avoiding complaint of non-payment. The only witness examined by the union actually admitted this part of the case of the management in his cross examination. This witness has stated categorically that Duli Rai engaged them in the work. He also admitted in his evidence that to his knowledge there is no written order given to the Depot Incharge to engage them through labour sardar. He also stated that for the work they had done, sometimes they were paid by Duli Rai and sometimes by Rampukar Rai. The oral evidence of WW-1 accordingly completely demolishes the case of the union that the concerned workmen were ever engaged by the FCI.

9. Sudama Rai was examined as MW-1 on behalf of the management. He was a workman under Duli Rai, the labour sardar. He denied that Duli Rai was a labour contractor. He corroborated WW-1 that labour sardar used to pay their remuneration. He, however, denied that Rampukar Rai was a labour sardar at any point of time. WW-1 in his evidence has stated that Rampukar Rai was their Sardar but there is no other evidence to show that they actually did any work under Rampukar Rai.

10. Apart from the oral evidence mentioned above, the union has also produced certain documents. Ext. W1 is the letter of Rampukar Rai to the Assistant Manager (Pay Office) and it is dated 21-12-1981. In this letter he claimed for allotment of proportionate separate work to the labourers of Food Corporation of India Workers' & Employees' Union (present union) and also for release of payment from June, 1981. In this letter one Rampukar Rai claimed that there were 50 registered labourers in the FCI, Dibrugarh under the Food Corporation of India Workers' Union. As a result of split, 42 of these members shifted their allegiance to Rampukar Rai as their sardar and they formed the present union. Since this union was not recognised by the FCI that they prayed there may be proportionate separate allotment of works in favour of the members of the present union and payment of their wages through their present sardar Rampukar Rai. This letter, at best, speaks of an inter union rivalry. No where in this letter it is stated that the members of the present union or other union were the employees of the FCI. Ext. W-2 is the Labour Enforcement Officer-cum-Conciliation Officer's letter dated 13-6-1983 to the Regional Manager, Food Corporation of India in respect of termination of the services of the concerned workmen. It has a refe-

ference to the minutes of discussion in terms of which it was stated that the management agreed to reinstate the concerned workmen in their services. In the absence of the minutes no importance can be placed on this letter, nor can it be taken as an admission of the management that the concerned workmen were their employees. Ext. W-3 is a copy of the letter of the Depot Incharge to Duli Rai dated 10-8-1983 in which Duli Rai was directed to engage Rampuka Rai with his labourers numbering 28. A list was stated to have been enclosed, but the list has not been enclosed. It has not been explained by out of 42 concerned workmen, only 28 were allowed to resume their duties. The names of the workmen who were directed to resume their duties and continued to do their work having not been disclosed, no importance can also be placed on this letter. Further, this letter does not bear any signature of the Depot Incharge. Ext. W-4 is a letter written by the Assistant Manager (Pay) to Shri Duli Rai, labour sardar, directing him to engage the labourers whose services were terminated as the Regional Office, FCI, Gauhati and District Office, FCI, Jorhat had decided to absorb them in FCI, D.P. labourers. No list is attached with this letter showing the names of the workman directed to be engaged. Had the names of the workmen been shown in this letter, it would have been understood in respect of whom the letter was sent. But, since no such list was produced it should not be considered that the workmen referred to in this letter are the concerned workmen. Ext. W-5 is the copy of the order of the Gauhati High Court wherein the workmen were directed to follow the procedure prescribed in the Industrial Disputes Act, 1947.

11. On behalf of the management only the letter directing MW-1 to depose in this case as witness was exhibited. No other document was produced by the management.

12. So, upon consideration of the oral and documentary evidence produced by the parties, it is clear that the concerned workmen did not receive any appointment letters either from the Regional Directorate of Food or from the FCI in which it is stated the former was merged. The union also has failed to prove by adducing any credible evidence that the concerned workmen were admitted by the FCI as its workmen at any point of time. In the said circumstances, the union has totally failed to prove the existence of any master and servant relationship between the FCI and the concerned workmen. In the absence of any such relationship, the question of drawing up any disciplinary proceeding for dismissal from their service does not arise.

13. So, upon consideration of the facts and circumstances and the position of law as well in the matter, I am to hold that the action of the management of Food Corporation of India to stop the work of Rampuka Rai and 41 other workmen of the FCI Depot, Dibrugarh as shown in the list attached to the

reference cannot be said to be unjustified. The workmen accordingly shall not be entitled to any relief in this case.

This is my Award.

A. K. CHAKRAVARTY, Presiding Officer

Dated, Calcutta,

The 1st of June, 1998.

नई दिल्ली, 10 जुलाई, 1998

कांआ० 1490.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ० सी० आई० के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-98 को प्राप्त हुआ था।

[सं० एल-42012/49/88-डी 4 (बी)]

नौली माउ, डेस्क अधिकारी

New Delhi, the 10th July, 1998

S.O. 1490.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 6-7-1998.

[No. L-42012/49/88-D.IV (B)]

LOWLI MAO, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 125/88

In the matter of dispute :

BETWEEN :

Shri Sunil Kumar,
Represented by New Delhi General Mazdoor Union,
B-89, Gulmohar Park, New Delhi-110049.

Versus

The Zonal Manager,
Food Corporation of India,
Rajendra Place,
17, Prabhat Kiran Building,
New Delhi.

APPEARANCES :

None—for the workman.
Shri N. A. Alvi—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/49/88-D IV (B) dated 21-11-88 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the Regional Manager, Food Corporation of India, New Delhi in terminating

the services of Sri Sunil Kumar w.e.f. 6-9-86, is legal and justified? If not, to what relief the workman concerned is entitled?"

New Delhi, the 10th July, 1998

2. The workman Sunil Kumar in his statement of claim alleged that he was employed by the management from 1-5-85 and had clean record of his service. The Management, however, became annoyed with him due to his trade union activities and they wanted to get rid of his service. He had been telling the management that working for union was not a Crime which annoyed the management much more and the management started victimising him. He reported for duty on 30-1-86 but was not allowed to resume duty. The services of the workman were terminated by the management from the said date.

3. The Management in its written statement alleged that the claimant was engaged as a casual worker on daily basis and used to be paid as and when he used to work. He had in all worked for 143 days in a year and did not complete 240 days continuous service. He was not covered under the definition of the workman under the I. D. Act and as his services were no longer required so he was not given any work. The management has also given detailed chart of the number of days he has worked monthwise in his written statement showing total number of 143 days.

4. The Management examined Shri A. S. Sakhuja MW-1, Shri S. C. Behl MW-2 and Shri A. K. Saxena MW-3. Workman, however, appeared himself as WW-1.

5. I have heard representatives for the parties and have gone through the record.

6. The sole question to be decided in this case was as to whether the claimant was a workman of the management and entitled to safeguard provided under the I. D. Act. The workman in his statement of claim has alleged that he was appointed on muster roll on daily wages. The entire record produced by the management only shows that he worked only for 143 days with the management throughout his stay with them. The workman has not produced any record to show that he completed 240 days making him entitled to the protection of the provisions of the I. D. Act. This fact have been corroborated by the management witness and many facts have been admitted by the workman in his cross-examination. No appointment letter was issued to the workman as admitted by him and he has also stated that he used to sign on the muster roll and was paid for the days he used to work. It corroborates the contention of the management that the workman was daily paid employee and had completed 143 days with the management. He was not a regular employee nor he completed 240 days so he could not be said to be a workman falling under the definition of the workman under the I. D. Act. He was not entitled to any relief under the provisions of the said Act and the action of the management was, therefore, justified in terminating the services of the workman. Parties are left to bear their own costs.

Dated : 17th June, 1998

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 10 जुलाई, 1998

कांआ० 1491.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई०सी०एल० के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-98 को प्राप्त हुआ था।

[सं० एल-19012/85/85-डी 4 (बी)]

लोली माऊ, डेस्क अधिकारी

S.O. 1491.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Govt. Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of E. C. Ltd., and their workman which was received by the Central Government on 6-7-98.

[No. L-19012/85/85-D IV(B)]

LOWLI MAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 40 of 1986

PARTIES :

Employers in relation to the management of Ratibati Colliery of M/s. Eastern Coalfields Limited.

AND

Their Workmen

PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer

APPEARANCE :

On behalf of Management—Mr. P. Banerjee, Advocate.

On behalf of Workmen—Mr. K. L. Roy, Advocate.

STATE : West Bengal

INDUSTRY : Coal

AWARD

By Order No. L-19012/85/85-D. IV(B) dated 14-5-1986 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of Ratibati Colliery of M/s. Eastern Coalfields Ltd. in not giving another opportunity to Sh. Gurupada Das, Asstt. Foreman (Mechanical) and Sh. Brahmdao Mahato, Pump Khalasi to appear before the Medical Board for assessment of their age is justified? If not, to what relief the workmen are entitled?"

2. The instant reference has arisen at the instance of the Colliery Mazdoor Union (INTUC), 27 G. T. Road, Assansol, Burdwan (in short union) for not allowing Gurupada Das, Assistant Foreman (Mechanical) and Brahmdao Mahato, Pump Khalasi to appear before the Medical Board for assessment of their age for the second time.

3. The union's case, as it appears from its written statement in respect of Gurupada Das is that there was no mention of his age/date of birth in Form-B Register of the management of Ratibati Colliery of M/s. Eastern Coalfields Ltd. The identity card issued in favour of Shri Das did not contain the particulars of date of birth/age. As there was no entry of the date of birth either in the Form-B Register or in the identity card, the management directed him to appear before the Medical Board at the area level on 4-8-1982 and 5-8-1982 at 9.30 A.M. The workman did not go there in time. He was informed that there will no sitting and he came back and the next date was not communicated to him. The union has alleged that the management had accepted that there was discrepancy in recording the age of Shri Das. After waiting for a long time for communications from the management about the next date fixed for Medical Board's sitting for his examination in vain, Shri Das finally made representation to the Agent/Project Officer of Ratibati Colliery by his letter dated 8-3-85. The workman, thus having failed to get any other date for his medical examination from the management, raised

an industrial dispute and all attempts of conciliation having failed due to the adamant attitude of the management who wanted to get Shri Das retired much before the date of actual attainment of his age of superannuation that the matter was referred to the Central Government for framing a reference. Shri Gurupada Das accordingly prayed for giving him another opportunity to appear before the Medical Board for assessment of his age and for holding that his superannuation with effect from 1-1-1986 as per his recorded age is illegal and premature and that he was to remain employed till he attained his actual age of superannuation.

4. Regarding the other workman, namely, Brahmdeo Mahato, Pump Khalasi, the union has clearly stated that he does not want to pursue his case and accordingly the case in respect of him is to be treated as closed or withdrawn.

5. Management's case, as it appears from its written statement, in short, is that in the Form-B Register maintained under the Mines Act by the management the date of birth of Shri Das is shown as 1925 and that being a statutory record its validity was never questioned by the concerned workman till 1982. According to the management there is absolutely no reason to entertain any doubt regarding the date of birth of the employees recorded therein. Management has also alleged that he has failed to produce any other document in support of his contention that he had any other date of birth other than what was recorded in the Form-B Register. Shri Das made representation to the management for determination of his age by the Medical Board in 1981 with the mala fide intention of remaining in service of the management even beyond the attainment of the age of 60 years which is the date of superannuation. Without realising the actual motive of the concerned workman the management decided to place his case before the Medical Board, duly constituted for assessment of his age. For this purpose certain other employees were also directed to attend the said Medical Board on 4-8-1982. The Medical Board actually held its sitting on 4th and 5th of August 1982 and examined those employees who attended the same. As the workman did not appear before the said Medical Board on either of these two days, he could not be examined. Out of the 78 employees who were directed to appear before the Medical Board, only 41 appeared before the said Board on two dates and they were duly examined. The concerned workman also did not take any step thereafter for getting him examined for which he was directed to retire from service with effect from 1-1-1986 as per his recorded age in the Form-B Register. The management also alleged that there is no provision of giving any second chance to employees who had failed to attend the Medical Board constituted for their examination on the appointed date. Management accordingly prayed for dismissal of the claim of the union.

5. In its rejoinder to the written statement of the management, the union reiterated its case of the written statement and further alleged that there was no examination of any employee on 4th and 5th August 1982 and that the order of retirement is bad and that even assuming that the workman had failed to attend the Medical Board on the appointed date, still then, a fresh chance ought to have been given by the management to the concerned workman for his examination.

6. Mr. Banerjee, learned Advocate appearing on behalf of the management made elaborate argument in respect of its case. None however appeared on behalf of the concerned union. It, however, appears from record that both sides have filed their notes of argument and accordingly the Tribunal has no difficulty in disposal of this case even without hearing the learned Advocate appearing on behalf of the union.

7. The reference, as it stands, is in respect of consideration of the right of the two employees, namely, Gurupada Das and Brahmdeo Mahato for appearing before the Medical Board for assessment of their age for second time. In so far as Brahmdeo Mahato is concerned the union has specifically alleged that he being no longer interested in the subject matter of the reference that the case in respect of him may be considered to have been withdrawn or closed. The sponsoring union having thus refused to conduct his case and prayed for closure of withdrawal of his case and no

material being available for any decision in respect of his case as per schedule under reference, this reference, in so far as it relates to this workman, is to be disposed of by passing a "No Dispute" Award. A "No Dispute" Award is accordingly passed in respect of Brahmdeo Mahato.

8. The case, therefore, being in respect of Gurupada Das alone, in respect of which both parties have adduced evidence, that this Tribunal is to consider the merit of the case of Shri Gurupada Das alone.

9. The union with a view to prove its case in respect of Gurupada Das has examined its only witness, the concerned workman. No documentary evidence was, however, produced on its behalf. The management, on the other hand, examined as many as three witnesses and also produced certain documents in support of its case.

10. The workman in his evidence has stated that his officially recorded year of birth is 1925. He, however, claimed that his date of birth is 25 December, 1930 and accordingly he is to get 5 years more service. He further stated that he was sent to the Medical Board and he went there twice on 4th and 5th August, 1982 but in spite of his waiting there from 9.30 A.M. to 1.30 P.M. he was not examined by the said Medical Board. He further stated that he was informed that he will be intimated the date of the next sitting of the Medical Board for his examination, but he was never informed. The management's case, on the other hand, in this matter is that he never attended the Medical Board on 4th and 5th August, 1982 and the reason for his non-appearance is that had he appeared before the Medical Board, the falsity of his case would have been at once apparent. A suggestion was given to the workman in his cross-examination to that effect, which was denied. It is very difficult to place any reliance on that part of the statement of the witness regarding his own age in view of the fact that he does not even know the dates of birth of his sons and daughters on their age. His statement that he attended the Medical Board in time in his deposition hardly fits in with the written statement of the union wherein it is stated that on 4-8-1982 and 5-8-1982 he did not go in time but he was informed that there will be no sitting. The workman has not disclosed in his evidence who informed him that another date will be fixed for holding the sitting of the Medical Board. In cross-examination, he however, stated that it was notified in the Board that no medical board will be held. He admitted that he never stated that before. Apart from the fact he never alleged that the medical board itself notified that it won't be held on 4th and 5th August, 1982, the utter falsity of such reckless statement will be at once apparent from the evidence of MW-2, Dr. N. G. Mukherjee that the Age Assessment Committee, in which he was a member, duly assessed the age of those employees who appeared before it on those dates from 10 A.M. to 5 P.M. It is also not understood why he would remain sitting there from 9.30 A.M. till 1.30 P.M. had he been informed that there will be no sitting of the Medical Board by the Board itself. Uncontradicted contradictory statements regarding his attendance at the Medical Board clearly shows that he never attended the same and cooked up the false story of his attendance of Medical Board for the purpose of this case.

11. It is also to be noted that Dr. N. G. Mukherjee, the Assistant Medical Officer, while deposing as MW-2 in this case stated categorically in his evidence that the age of the workers who appeared on 4th and 5th August, 1982 was assessed in the report and LTIs or signatures of the workmen were taken. All the workmen who were asked to be there, duly appeared before the committee, barring a few. Against the names of those persons a line was drawn to show that they were absent. He further stated that the examinations were made from 10 A.M. till 5 P.M. He also stated that the name of Gurupada Das was also called on 4th August, 1982. Even assuming that Gurupada Das was there on 4th or 5th August, 1982, still then, he having left at 1.30 P.M., as it will appear from his own statement, he was not examined and the management cannot be held responsible for his non-examination as he had not presented himself for examination when he was called upon to do so. In this connection, I may mention Ext. M-4 which is the list of the workmen examined by the Medical Board. The doctor stated that those who were not present and not examined, a line was drawn against their names. It appears from Ext. M-4

that not only the name of the concerned workman but also other names appear within the lines. There is no suggestion that Ext. M-4 was manufactured for the purpose of this case. It is therefore clear that the concerned workman did not appear intentionally before the Medical Board.

12. The question that will now come up for consideration is whether the management is bound to give another opportunity to the concerned workman for his medical examination regarding age. No provision was shown that the management is bound to give another opportunity to the concerned workman for his medical examination. As a matter of fact, the workman himself has not stated in his evidence that he was very keen to have him medically examined even though, as alleged by him, he was not examined on the dates fixed for such examination. The concerned workman having not attended the Medical Board, as stated above by me for any reason whatsoever, except the same being not intentional, his normal conduct would have been to move the management immediately for getting him medically examined. There is no evidence that he took any immediate step for intimating the management for fixing another date for his medical examination. From Ext. W-3, which is a letter written by the concerned workman in 1985, i.e. about three years after the date of the medical examination, it will appear that he informed the management for holding another Medical Board. It is most unusual conduct that person on the verge of his retirement, as per his recorded age, should wait for three long years for making a representation like that, even assuming that he was informed that his medical examination will be held shortly on due intimation. As stated above, the concerned workman having failed to attend the Medical Board in spite of intimation to him, he has no further right to call upon the management to hold another Medical Board for examination of his age. Management, therefore, cannot be said to have acted illegally in not providing another opportunity to Shri Gurupada Das for medical examination of his age.

13. In the instant case, however, the management has produced papers in support of its case that the year of birth of the concerned workman is 1925. The Form-B Register (Exts. M-1 and M-2) produced by the management shall show that his year of birth is 1925. From superannuation notice (Ext. M-3) issued by the management it appears that he was directed to retire from service on 31-12-1985 i.e. on attaining the age of superannuation. MW-1. Mahitosh Roy proved the Form-B Register. Suggestion was given to him that concerned workman did not sign the said Form-B Register and his signature therein is manufactured and other signatures in the Form-B Register were taken subsequently for the purpose of this case. The suggestion seems to be preposterous. It is difficult to believe that the management shall procure the signature of the concerned workman in the Form-B Register after the filing of the reference and the concerned workman shall oblige by signing the same. This witness also deposed that that Gurupada Das signed in his presence. It is therefore clear that Exts. M-1 and M-2 clearly reflect the year of birth of the concerned workman. The workman has also alleged that he had an identity card but that card has not been produced on the plea that it was stolen from him. It accordingly follows that the year of birth of the concerned workman as mentioned in the Form-B Register is correct and in the absence of any credible evidence whatsoever in support of his case and the conduct of the concerned workman by not appearing before the Medical Board signifying that he intentionally refrained from appearing before the same to avoid detection of his real age and his further conduct of making a representation on the eve of his retirement and not before that for formation of another Medical Board clearly indicate that he wanted to delay his superannuation as far as practicable by making such unfounded claim.

14. It should be remembered in this connection that there being clear evidence on record regarding the age of the concerned workman, namely Form-B Register, whose authenticity could not be disproved by any credible evidence, either oral or documentary, the management can be said to have given him more than his due by recommending him for medical examination, presumably the management took such step to meet his grievance even though nothing was produced by him before the management in support of his case that the recorded official age was not correct. If the concerned workman, in spite of once getting an opportunity to appear before the Medical Board, which was not really due to him as shown

above by me, he cannot ask for his medical examination for a second time by the management for determination of his age as the management was neither legally nor factually bound to extend to him any such opportunity. I am accordingly to hold that the management was justified in not giving another opportunity to Shri Gurupada Das, Assistant Foreman (Mechanical) to appear before the Medical Board for assessment of his age. This workman accordingly shall not be entitled to get any relief in this case.

This is my Award.

Dated, Calcutta, the 18th June, 1998.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 10 जुलाई, 1998

का० आ० 1492.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ० सी० आई० के प्रवन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-98 को प्राप्त हुआ था।

[सं० एल-22012/410/एफ/93-आई आर (सी-1I)]
लौली माऊ, डेस्क अधिकारी

New Delhi, the 10th July, 1998

S.O. 1492.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 6-7-1998.

[No. L-22012/410/F/93-IR(C-II)]
LOWLI MAO. Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, MADRAS

Wednesday, the 18th day of March, 1998

PRESENT :

Thiru S. Ashok Kumar, M.Sc., B.L.,
Industrial Tribunal.

Industrial Dispute No. 108 of 1994

(In the matter of the dispute for adjudication under Section 10(1)(d) of the I.D. Act, 1947 between the Workmen and Management of Food Corporation of India, Madras).

BETWEEN

The workmen represented by :
Shri S. Sadasivam,
S/o Sigamani,
2. First Street,
M. S. Nagar,
Chetpet.
Madras-31.

AND

The Joint Manager (P.O.),
Food Corporation of India,
Madras.

REFERENCE :

Order No. L-22012/410/F/93-IR (C. II),
Ministry of Labour, dated 18-3-94.
Government of India, New Delhi.

This dispute coming on for final hearing on Wednesday, the 28th day of January 1998, upon perusing the reference, claim and counter statements and all other relevant papers on record and upon hearing the arguments of Tvl. S. Ayyathurai & A. Nagarthinam, Advocates appearing for the petitioner and of Tvl. K. Madhavan & K. Balakrishnan, Advocates appearing for the respondent management and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

The Government of India by its order dated 18-3-94 have referred the following dispute for adjudication.

“Whether the action of the Management of FCI in terminating the services of Shri S. Sadasivam, with effect from 6-12-92 is justified? If not, to what relief he is entitled to?”

2. The main averments in the claim statement filed by the petitioner are as follows :—The petitioner joined the service of the respondent management on 5-5-89. He was appointed as a Canteen supplier on daily wage basis at the rate of Rs. 15.50 per day in the respondent management's departmental canteen. The petitioner discharged his duties diligently to the satisfaction of the everyone in the respondent management management canteen. His services would be terminated at the 89th day and after a break of one day he would be again reinstated in service. The petitioner submits that he has been allowed to work for 120 days from 5-5-89 and in 1990 he has been given breaks four times and in 1991 two breaks were given and in 1992 no break was given. He had made repeated requests for being made permanent and his case was recommended favourably by the higher authorities. While so on 6-12-92, the petitioner reported for duty but he was told by the Management orally that his services were terminated as his services were no longer required. After the oral termination of his service, he approached the Joint Manager through the leaders of the Union of which he is a member but the authority concerned told that he could not be reinstated in service. Thereafter the petitioner sent a lawyer notice dated 17-3-1993, to the respondent management but no reply was received. Therefore, the petitioner raised a dispute before the Assistant Labour Commissioner which

resulted in the reference of the above dispute for adjudication to this Hon'ble Tribunal. He has completed more than 480 days of continuous service, in the establishment and thereby he became eligible to be made permanent. The petitioner states that the oral termination of service is arbitrary and unreasonable, illegal and unjust. Though he had completed more than 240 days of continuous service, the respondent management has not complied with the statutory conditions for retrenchment of the petitioner. Before terminating his services the respondent management had not complied with statutory conditions for retrenching the petitioner i.e. the Provision of Section 25F and 25N of the I.D. Act. It is therefore submitted that the termination of the service of the petitioner is illegal and unjust. The petitioner submits that the action of the management in not confirming the petitioner even after completion of 480 days of continuous service is arbitrary, illegal and unjust. Instead of confirming the petitioner in service the management terminated his service that too after promising him that he would be taken back into service after some time. The petitioner submits that the action of the management in terminating the service of the petitioner is totally arbitrary and therefore violative of Art. 14 of the Constitution. The petitioner submits that since the respondent corporation is an industry and the action of the respondent amounted to retrenchment, permission should have been obtained by the respondent corporation from the authority concerned under Section 25N of the Industrial Disputes Act, 1947 before retrenching the petitioner and since no such permission was obtained by the respondent corporation, the retrenchment is illegal, unjust and non-est. The petitioner submits that since the respondent corporation come under the purview of the Industrial Disputes Act, he should have complied with the provisions of the said Act and since the respondent has not complied with the provisions of Section 25F of the Industrial Disputes Act, 1947 by giving one month notice or one month pay in lieu of notice and by paying compensation, before retrenching the petitioner, the retrenchment is illegal, unjust and non-est. The petitioner states that after terminating the service of the petitioner, the management appointed another person in his place, which is illegal and unjust. The petitioner prays to pass an award holding that non-employment of the petitioner is not justified and to direct the respondent to reinstate the petitioner in service with continuity of service and backwages and other attendant benefits and award costs.

3. The main averments in the counter statement filed by the respondent are as follows :—It is not correct to state that his services would be terminated at the 89th day and after break of one day, he would again be reinstated in service. In any case the petitioner has not put in 240 days in a calendar year as contemplated under the Act and therefore the petitioner has no continued service,

The Joint Manager (Operational) never recommended the petitioner's case to the higher authorities for permanent appointment. As such the averment that his case was recommended favourably by the higher authorities is baseless. Since there is no appointment order the petitioner's services were no longer required and he was orally informed so. There is nothing wrong in the said mode of oral termination of service adopted in such a situation as in the case of the petitioner. In fact, it was made clear by the respondent that no Staff Bodies can appear for a Canteen bearer. This was accordingly informed to the staff bodies also. As such the averments and the Lawyer's notice have no relevance to the issue at hand. In any event, the respondent management has not received any notice from any lawyer. As stated earlier, the petitioner has not completed 240 days of continuous service. As such the question of the management complying with statutory conditions for retrenchment of the petitioner under the Industrial Disputes Act does not arise. The further allegation that the management promised the petitioner that he would be taken back into service after sometime is incorrect and is made with mischievous intent to mislead the Court. The respondent denies that petitioner was retrenched from service. Hence the averment that the action of the respondent amounted to retrenchment and that permission should have been obtained from the authority concerned under Section 25(N) of the Industrial Disputes Act, 1947 has no relevance at all. It is also pertinent to point out that the petitioner was not sponsored by any Employment Exchange. Moreover his first appointment was with the specific condition that it would automatically stand terminated on the 89th day. The respondent denies that the case of the petitioner is governed by the Industrial Disputes Act, 1947. Hence, the respondent is not calling upon to comply with the provisions of the said Act. Hence, the question of giving notice under Section 25(F) of payment of Compensation before retrenchment does not arise. After the termination of the services of the petitioner nobody else was engaged in his place. However, it is not within the realm of the petitioner to raise such a contention because he is not concerned with the appointment of anyone else. The respondent prays to dismiss the claim petition with costs.

4. On behalf of the petitioner, the petitioner examined himself as WW1 and Ex. W-1 to W-6 have been marked. On behalf of the respondent management the Deputy Personnel Manager has been examined as MW1. Ex. M. 1 to M. 3 series have been marked.

5. The Point for consideration is whether termination of the petitioner with effect from 6-12-92 is justified. If not, to what relief the petitioner is entitled?"

6. The petitioner Sadasivam was employed as a Canteen Supplier in the respondent's canteen as per order dated 5-5-89, W-2 for 39 days. As per order dated 6-9-89 the petitioner was terminated with effect from 6-9-89 afternoon. Again the petitioner was reemployed on 1-10-90 as per Ex. M. 1. Once again the petitioner was terminated on 1-11-91 as per order 8-1-91 Ex. M. 2. Once again the petitioner was appointed with effect from 16-1-91 as per order dated 15-1-91 which is marked as Ex. M. 3. The petitioner has contended that the management terminated him once in few months with notional breaks that his services will not amount as continuous service but still the petitioner has worked for 240 days continuously prior to his termination and that the respondent management has terminated his services without giving notice pay or retrenchment compensation and that in his place one Boopathy has been appointed. The respondent has contended that in the counter statement that between 5-5-89 to 6-9-89 the petitioner has worked for a period of 120 days from 4-10-90 to 11-1-91 the petitioner has worked for a period of 98 days, from 16-1-91 to 31-12-91 the petitioner has worked for a period of 197 days and from 1-1-92 to 31-12-92 the petitioner has worked for a period of 120 days.

7. MW1 also has deposed in the same way. Though the respondent management contended that in the year 1992 till 6-12-1992 when the petitioner was terminated from services he has worked for 120 days in their counter evidence as well as MW1 the fact is otherwise.

According to M3 series the details of wages paid to the petitioner. The petitioner has worked in the following number of days in each month.

1992	January	22 days
	February	22 "
	March	19 "
	April	21 "
	May	22 "
	June	24 "
	July	26 "
	August	17 "

The number of days the petitioner has worked in the month of September, October, November and December are not furnished by the respondent. Between January to August 1992 the petitioner has worked for 173 days. Between September to December 1992 on an average of 22 days per month the petitioner might have worked for atleast 88 days. In January the petitioner might have worked for 4 or 5 days. Therefore total number of days worked comes to around 244 days. In the counter statement and in the MW1 evidence, it is stated that petitioner worked for 120 days only which is obviously wrong.

The respondent must be in possession of documents like attendance register, payment vouchers, for the months of September 1992 to December 1992 the respondent has not produced the same. It is admitted case of respondent that the petitioner was terminated from services with effect from 6-12-92. If National Holidays and weekly holidays are also taken into account the petitioner has completed more than 240 days. The Hon'ble Supreme Court in 1985 II LLJ P 539 between The Workmen of American Express International Banking Corp. & The Management of American Express International Banking Corp. has held as follows :

"Sundays and other paid holidays should be taken into account for reckoning number of days on which the workmen could be said to have actually worked."

In this case even without taking Sundays and other paid holidays, into account the petitioner has worked more than 240 days immediately preceding to his termination. Therefore the petitioner had been in continuous service of more than 240 days as contemplated under Section 25(b) of the I.D. Act. But the Petitioner has been all of a sudden terminated by oral order of termination on 6-12-92. The respondent has clearly violated the provisions under Section 25F. The petitioner has contended that after terminating his services one Boopathy has been appointed in his place. When this aspect was put to MW1 during cross-examination she has not denied the same but has simply stated that she does not know. MW1 has categorically admitted that the nature of work is permanent and also that according to the instructions of the higher officials the petitioner was terminated on the 89th day and after a break of 2 or 3 days the petitioner was re-appointed till 6-12-92. That the petitioner was appointed on 5-5-89 and terminated on 6-12-92 is not disputed by the respondent.

In 1990 II LLN Page 365, our Hon'ble High Court between State Bank of India, Madras Vs. Central Government Industrial Tribunal, Madras, has held as follows :

"Sri N. G. R. Prasad, learned counsel for the workmen respondent, on the other hand, argued that the Legislature had defined the expression "continuous service" with a view to defeat such mechanism of the management, by which the management by interrupting the services of a workman every now and then, could deny him the retrenchment benefits by introducing the fiction that despite interruptions, if a workman was able to establish that during the preceding twelve months for which calculation has to be made, he had actually served the same employer for a period of 240 days, he would be entitled to invoke the provisions of Section 25F

of the Act, if his services were unjustifiably terminated. On a plain reading of Section 25F(a) and 25F(b) it follows that no workman employed in an industry, who has been in continuous service for not less than one year under an employer shall be "retrenched" by that employer without notice and recording reasons for retrenchment until he has been paid at the time of retrenchment, compensation which shall be equivalent to 15 days' average pay for every completed year of service or any part thereof in excess of six months. What is "retrenchment" does not require any speculation on our part as Section 2(oo) of the Act defines it in the following terms :

"2(oo) 'retrenchment' means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include :

- (a) Voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (c) termination of the service of a workman on the ground of continued ill-health."

The use of expression "for any reason whatsoever" occurring in the same section unmistakably shows that every termination of service spells retrenchment and, and, therefore, if there has been termination of services of an employee by an employer, otherwise than by way of punishment, it shall be deemed to be retrenchment, except of course in the cases falling in the exceptions contained Clauses (a) to (c) of Section 2(oo) (supra). However, if the services of a workman have been terminated, he would be entitled to the "retrenchment benefits" under Section 25F of the Act only if he had been "continuous service" for not less than one year, under an employer in accordance with the conditions prescribed under Clauses (a) to (c) of Section 25F. What then does "continuous service" for not less than one year mean ?" Section 25B provides the provisions of Section 25B(1) 25(2)(a)(i) and 25(2)(a)(ii) which read thus :

“25B Definition of Continuous service : For the purpose of this chapter—(1) a workman shall be said to be in continuous service for a period if he is, for that period in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not legal or lockout or a cessation of work which is not due to any fault on the part of the workman;

(2) Where a workman is not in continuous service within the meaning of Clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—

(a) For a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) One hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) Two hundred and forty days, in any other cases;”

It would thus be seen that the definition of the expression “continuous service” is prefaced with the words “for the purposes of this chapter” which means that the effect of continuous or uninterrupted service in terms of this definition is to be limited only for the purposes of Chapter V-A i.e. for the purpose of calculating, quantifying and making payment of compensation under the provisions contained in Chapter V-A. The definition of “continuous service”, therefore is of limited and not universal application but for the purposes of the instant case, that makes no difference. Section 25B(1) talks of an uninterrupted service, to include service which may be interrupted on account of sickness or authorised leave or an accident or a strike which has not been declared illegal or a lock-out or cessation of work which is not due to any fault on the part of the workman, but that is an independent clause which neither governs nor controls the immediately succeeding clause. Sub-section (2) of Section 25B of the Act governs the situation where a workman

is not in continuous service within the meaning of Sub-Section (1) of Section 25B. It is laid down in Sub Clauses (a) (i) and a(ii) of Section 25B(2) that where a workman has not been in uninterrupted service for a period of one year or six months, as provided in clause (1) of Section 25B, he shall still be deemed to be in continuous service under the employer for a period of one year, if, during, the period of 12 calendar months preceding the date which reference to which calculation is to be made, the said workman has actually worked under that employer for not less than 190 days in the case of workman employed below ground in a mine and for not less than 240 days in any other case as per Sub Clause (a)(ii). As regards the ambit and scope of Section 25F read with Section 25B (2)(a)(ii) and Section 2(oo) of the Act is that no workman employed in any industry who has actually worked under an employer continuously for not less than one year shall be retrenched except by following the procedure laid down in Section 25F of the Act; that the termination of services of an employee by the employer, otherwise than on account of punishment or for grounds stipulated by Clauses (a) to (c) of Section 2(oo) would amount to retrenchment of the employee, entitling him to the protection of Section 25F, a workman would be deemed to have been in continuous service for a period of one year in the preceding 12 months, calculated backwards from the date of termination of the service, if he has actually worked during the preceding 12 months under the employer for not less than 240 days, despite interruptions of his services during the said period of 12 preceding months, except in the cases specified in Section 25(B)(2)(a) (ii) itself.

The facts of this case are almost similar to the facts in the above said case. In this case also even though few notional breaks were given to the petitioner during 1989-90 and 1990-91 and no such break was given to the petitioner in 1992. I have held that the petitioner has put in more than 240 days continuous service immediately preceding from the date of his termination. The respondent has not followed the procedure contemplated under Section 25F since termination of the petitioner is retrenchment. The contention of the petitioner that after terminating his services one Boopathy was appointed in his place is not seriously disputed by the respondent. In the above circumstances I hold that the termination of the petitioner by the management is not justified. In the result, I hold that the termination of the petitioner by the res-

pondent management is not justified and direct the respondent to reinstate the petitioner in the services with back wages, continuity of service and other attendant benefits. Award passed. No costs.

Dated, this the 18th day of March 1998.

S. ASHOK KUMAR, Industrial Tribunal

WITNESSES EXAMINED

For Petitioner-workman :

W.W. 1 : Thiru Sadasivam.

For Respondent Management :

M.W. 1 : Smt. Rajeshwari Rajan.

DOCUMENTS MARKED

For Petitioner-workman :

Ex. V-1|16-3-89 : Application submitted by petitioner (xerox copy).

W-2|5-5-89 : Appointment order issued by the respondent (xerox copy).

W-3|17-3-93 : Advocate notice to the petitioner (xerox copy).

W-4|19-4-93 : 2A petition submitted before the Asst. Labour Commr. (xerox copy).

W-5|24-11-93 : Counter given by the respondent (xerox copy).

W-6|30-11-93 : Failure report (xerox copy).

For Respondent Management :

Ex. M. 1|1-10-90 : Re-appointment order (xerox copy).

M. 2|8-1-91 : Termination order (xerox copy).

M. 3|15-1-91 : Appointment order (xerox copy).

